

From:	DAVID MACKIE12
Sent:	31 March 2011 16:09
Го:	
Subject:	Marine Biopolymers - Project Fingal - Next Phase
Follow Up Flag:	Follow up
Flag Status:	Flagged
Hello	
Hope you are well	
	e ready with some of the nitty gritty details for the above e.g. how much money do we have nevertheless been trying to shape my thoughts in respect of it
As part of that process, I for a SMART R&D Grant	
	bounced this round a bit, and was not able to form any clear views as to the right way support i.e. would it be SMART R&D, or would it be some other form of assistance that might HIE
much of the next work pl	hase - but what was/is also thinking about was perhaps a joint meeting between nical Sciences Scotland) and MBL to work this out
	e in touch with you to suggest this, and to potentially propose such a joint meeting by the sibly in Inverness or Glasgowso this is just to forewarn you
	any judgement on this, you will rightly ask what we will be doing in the next phaseand that done so to speak, but the main elements will be:
	ate rig to let us work further on some variables, and to produce more lab sized samples ame for the Fine Chemicals part (but that will only become clearer in detail after the TSB worl May to July)
	rcial Alginate Pilot Plant (by far the biggest item) which will let us make and sell "tonne"
 strengthening th (Financial Mana 	ential study work ahead of the full scale development (Enviro Impact Study type of thing) e Team - this to take the load off Dougie and myself a bit, to introduce needed new skills gement etc), and to have enough people to run the plant (I need to discuss with Dougie but d be the start of the permanent MBL jobs)
	e on Uist w/c April 12th - can you let us know if you and or will be available or not? be happy to discuss further then
I hope this all makes ser	nse - please call me if it doesn't
Thanks	
David	
David Mackie Marine Biopolymers Ltd +44 1292 520850/	



From: Douglas Macinnes <douglas@marinebiopolymers.com>

Sent: 17 December 2010 12:59

To: Jeff Foot;

Cc: david@marinebiopolymers.com

Subject: RE: Further info

Good afternoon Jeff and

On behalf of David and I, we would like to thank you both for taking the time to listen to our presentation and providing excellent feedback to current and future aspects of our quest to get Project Fingal to the next stage. We appreciate our enthusiasm needs to be directed at the right audience with the right message pertinent to their needs and expectations.

Also the suggestions and contacts you have offered in your e-mail will be followed up and researched, as I am sure there are opportunities, if not almost exact models in operation, that would indeed be similar vehicles that would fit MBL.

We are meeting next week with the other key members of our team and will provide them with the information provided at our meeting and subsequently in the e-mail from you yesterday.

Mairi with regards to the Asco report we will await further comment from who ever to our comments and would hope in the New Year to achieve an understanding that there is enough Asco for all and a recognition that a symbiotic relationship could exist between MBL and existing user community.

Kindest regards to you both and I hope you have a nice Christmas and New Year!

Douglas & David



Marine Biopolymers Ltd

Douglas A Macinnes

Director

Tel(+44)(0)1655760620

From: Jeff Foot [mailto:jeff.foot@hient.co.uk]

Sent: 16 December 2010 15:13

To: douglas@marinebiopolymers.com; david@marinebiopolymers.com

Cc:

Subject: Further info

Dougie and David,



Many thanks for making the trip North today and for giving up so much of your time to explain the business proposal - I found it very interesting and really enjoyed getting a better understanding of the valuable constituents of a plant which is so "common"!

As I suggested, here are a few extra places you might find useful info relevant to your project:-

Young Company Finance - www.ycf.com

Scottish Coinvestment Fund - <u>www.scottish-enterprise.com/grow-your-business/find-money-to-grow/equity-funding.aspx</u>

Henley Incubator - www.h-i.com/research/

The other thought I had was that you might have a look at other companies using natural products to provide services/products to similar markets to those you'll be looking at - i.e. other businesses extracting chemicals for use as food additives, pharmaceuticals or cosmetics - to see who has invested in them. That would give you an idea of the VCs or large corporates who have signalled their interest in buying into small companies in this sector, which would suggest they would be at least interested in hearing what you've got to say, and might even invest.

Lastly, don't forget that GlobalScot is used on occasion as a means to find non-exec directors for young/growing companies, both to add strength to the management team/board, but also to provide contacts and open doors with potential buyers (or investors maybe??) which the company would otherwise never get near.

Just a thought.

Anyhow, thanks again for your time, and I hope you have a safe comfortable journey home. If you have any queries or want to chat something through, please feel free to give me a call although I'll be out of the office until Monday mid morning from this afternoon.

Cheers,

Jeff.

Jeff Foot

Head of Operations Development & Investment HIE

-- Disclaimer--

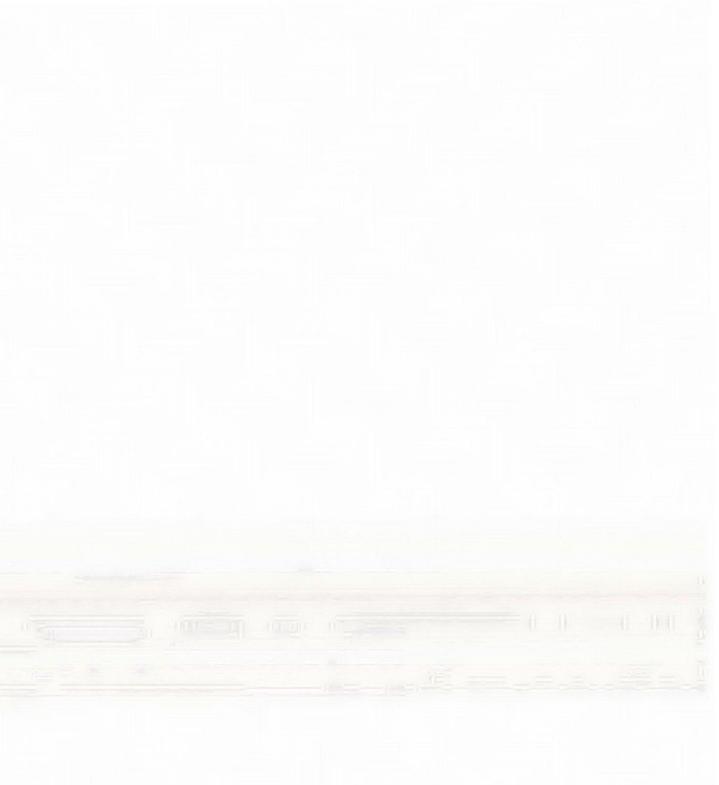
This document is confidential and intended solely for the use of the addressee(s). If you are not the intended recipient, please inform the sender immediately. Any unauthorised use of this document is strictly prohibited. HIE uses filter software to protect its staff and will automatically delete any email that contains offensive or profane content.

Tha an teachdaireachd seo dìomhair agus 's ann dhan neach-ainmichte a-mhàin a tha i. Ma 's e is gun d'fhuair sibh le mearachd i, feuchaibh is leigibh fios sa spot dhan neach bhon tàinig i. Tha cleachdadh neo-cheadaichte na teachdaireachd seo fìor-thoirmisgte. Tha HIE a' cleachdadh bathar-bog a-chum gus luchd-obrach na buidhne a dhìon is cuiridh i às do phost-dealain sam bith sa bheil càil oilbheurnach no truailleach.





From:	
Sent:	11 June 2012 20:38
To:	DAVID MACKIE12
Subject:	RE: Marine Biopolymers
Hi David	
diligence, HIE is looki number of feasibility s financial support - I in should take a relative	ng so long to get back to you - we have been reviewing your case! Subject to standard due ing to assist with the next stage of your business development which involves undertaking a studies as you have specified. I must make clear that this is not formal confirmation of HIE tend to issue you an eligibility letter and progress towards a formal application process which ly short period of time (approx 2-3 weeks depending on staff workload and information o advance your case at the moment can you provide me with the following information?
relative scale of that s - What evidence of ma	veed study been advance - has the desk top study been progress in May / June based on the study atch funding (cash, loan, overdraft, etc) can you provide for the feasibility phase of the project? or full studies circa but ideally the full project outlined circa
Thanks	
Kind regards	
Mila regards	
From: DAVID MACKII Sent: 05 June 2012 1	
To: Subject: Fw: Marine	Biopolymers
lello	
	nd I appreciate that you will no doubt be on holiday as I write this, but I was just going through gs", and hence I was wondering if you had any update at all for us following our conversation of
Looking forward to he	earing from you in some shape or form
Thanks	
David	
David Mackie Marine Biopolymers L +44 1292 520850/ Forwarded Mess	age
From: DAVID MACKI	IE12
Sent: Tuesday, 29 Ma	ay 2012, 10:21



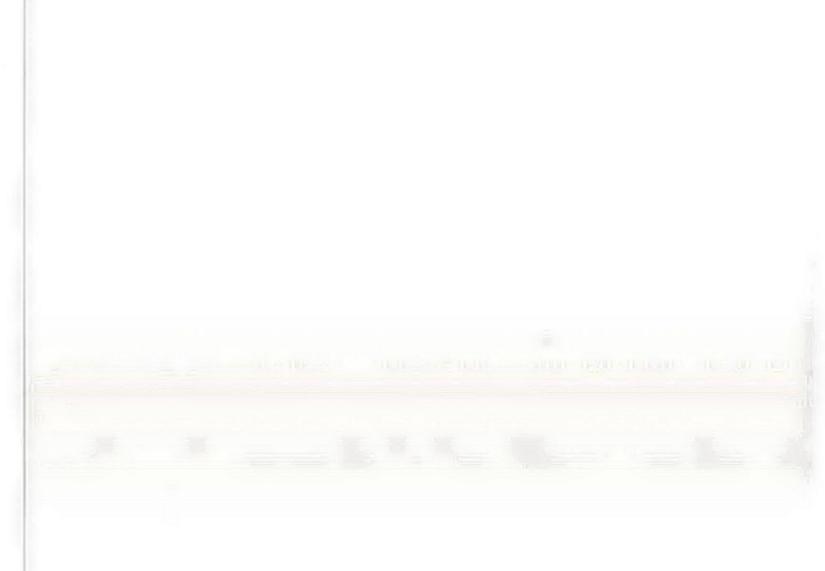
I trust you are well and that you had a successful trip to Aberdeen last week

Following our conversation of the week before, I was just wondering if you had any update for us at all?

Thanks

David

David Mackie Marine Biopolymers Ltd +44 1292 520850/-





Mairi Ellis DAVID MACKIE12 From: 20 August 2012 10:36 Sent: To: Re: Marine Biopolymers - Scottish Investment Bank Subject: I hope you are well might be in contact with you anyway but it would be useful for us to receive your Eligibility Letter soonest (as per the end of your e-mail below) Thanks David **David Mackie** * farine Biopolymers Ltd -44 1292 520850/+ From: @hient.co.uk> To: DAVID MACKIE12 Cc: Angus MacMillan Sent: Thursday, 16 August 2012, 15:29 Subject: RE: Marine Biopolymers - Scottish Investment Bank Hi David I've not included in my reply but based on your email below it is not a problem to discuss your case with Just to clarify one point which I did not want to highlight to leave you to do that) - I did promise to issue you an eligibility letter, this letter does not constitute a 'letter of offer' from HIE but will starts the formal application process towards a funding decision, which we are still very much looking to advance.

My colleague is working on your paper at the moment and I will aim to get you that eligibility letter by COP tomorrow, my apologies that has not been done earlier.

Kind regards

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HIE Project ID: 9341719

GRANT UNDERTAKING BY

MARINE BIOPOLYMERS LIMTED, a company incorporated in Scotland under the Companies Acts (registered number: SC367807) and having its registered office at Unit 54 Boundary Road, Heathfield Industrial Estate, Ayr, South Ayrshire, Scotland KA8 9DJ (hereinafter called "the Applicant")

in favour of

HIGHLANDS AND ISLANDS ENTERPRISE established by the Enterprise and New Towns (Scotland) Act 1990 and having its Principal Office at Cowan House, Inverness Retail & Business Park, Inverness, Highland IV2 7GF (hereinafter called "the Grantor")

<u>DEFINITIONS AND INTERPRETATION</u>: The following definitions will apply in this <u>Undertaking unless the context requires otherwise:</u>

- (a) "Applicant" includes, where the Applicant is an individual or individuals, executors and successors of the Applicant and where the Applicant are partners in a firm their successors as partners of and trustees for the firm. If the Applicant is more than one person (including the partners of a partnership) then each of those people shall be jointly and severally liable for complying with the terms and conditions of this Undertaking;
- (b) "Business" means the Applicant's business or activity which is being developed by the Project;
- (c) "Date of Approval" means the date detailed in Schedule B;
- (d) "Expected Project Completion Date" means the expected date for completion of the Project as detailed in Schedule D;
- (e) "Grant" means the grant or grants shown in Schedule C, being the lesser of the % of eligible costs specified in Schedule C and the Grant amount specified in Schedule C;
- (f) "month" means a calendar month;
- (g) "Period of Obligation" means the period specified in Schedule E attached hereto;
- (h) "Project" means the project as detailed in Schedule A;
- (i) "Project Funding" means the project funding as detailed in Schedule A;
- (j) "Project Location" means the place at which the Project will be carried out as detailed in Schedule A:
- (k) "Relevant Threshold" means €7,500 in the case of undertakings in the sector of agricultural production, €30,000 in the case of undertakings in the fisheries sector, €100,000 in the case of undertakings active in the road transport sector and €200,000 in all other cases;

- (1) the date on which the Grant or any instalment of it is paid shall be the date on which the Grantor issues payment as certified by any duly authorised officer of the Grantor;
- (m) "Prepayment conditions" means the prepayment conditions specified in Schedule F;
- (n) "Project specific conditions" means any project specific conditions specified in Schedule G.

The Applicant WARRANTS:

- a) that the Applicant is validly existing, has power to execute and perform its obligations under this Undertaking, its execution and such performance has been validly authorised, and on its execution and delivery those obligations will be valid, legal and binding on it;
- b) that it is or will be the owner of or will otherwise have the right to use the Project Location and all plant, equipment and other assets required in connection with the Project and all such assets to undertake the Project and the Business;
- c) that, if the Grant includes de minimis aid, as at the Date of Approval it has provided HIE in writing with full details of all de minimis aid it has received from any public source in the current and two preceding fiscal years and when added to such previously received de minimis aid, the de minimis element of the Grant will not cause the Relevant Threshold to be exceeded.

The Applicant UNDERTAKES to implement the Project for which the Grant is provided by the Expected Project Completion Date and to fulfil and observe all of the following terms and conditions for the Period of Obligation:-

1. CONDUCT OF BUSINESS, ACCOUNTS, ETC. The Applicant shall:

- (1) carry on the Business and implement the Project in a proper and efficient manner and keep proper financial and other records and books of account all to the reasonable satisfaction of the Grantor which shall at all reasonable times be open for inspection by the Grantor;
- (2) provide the Grantor with such information and within such period as the Grantor may require relating to the Project and the Business;
- (3) not without the prior written consent of the Grantor discontinue or dispose of (on winding up or otherwise) the whole or a substantial part of the Business or the Project or its assets or make any alteration that is in the reasonable opinion of the Grantor a material alteration to the constitution of the Applicant, its membership or the character of the Business or the Project;
- (4) not without the prior written consent of the Grantor sell or dispose of its property or buildings or sell or dispose of or remove or move any of the plant, equipment or other assets used in connection with the Business or the Project and which have been acquired or improved with the benefit of the Grant;
- (5) keep all the property, buildings, plant, equipment and other assets of the Business and the Project in a good state of repair and in good condition all to the reasonable satisfaction of the Grantor and permit the Grantor to inspect them on reasonable notice;
- (6) insure and keep insured against loss or damage by fire, storm, impact, theft and such other risks as may reasonably be required by the Grantor all property, buildings, plant, equipment, stock, vehicles and other assets of the Business for such sums as may be necessary to cover the full replacement or reinstatement thereof or for such sum as the Grantor may reasonably approve, exhibit the relevant policies and receipts for premiums to the Grantor and if required by it ensure that the interest of the Grantor be

endorsed on such policies, and apply any proceeds of such insurance towards replacement or reinstatement:

not move the Business or the Project or any of its plant, equipment or other assets acquired in connection with the Project out of the Highlands and Islands area of operation of the Grantor;

only use the Grant in implementation of the Project and not for expenditure incurred

prior to the date on which it made its initial application for the Grant;

comply with all applicable statutory and other regulations and obtain, and provide to the Grantor on request, all necessary consents and licences, for the Project and the

(10) indemnify the Grantor against any claims whatsoever arising in relation to the Project or

the Business.

- 2. REPAYMENT OF THE GRANT. If any of the following events occur any unclaimed part of the Grant shall immediately be withdrawn by the Grantor and the Applicant shall immediately become liable to repay to the Grantor any part of the Grant which has already been paid out to the Applicant:-
- (1) if the Applicant ceases to carry on the Business, becomes unable to pay its debts, or the insolvency or sequestration of the Applicant or divesting themselves of their property by trust deed in favour of their creditors, or entering into a composition or arrangement with its creditors or if an order is made, or a petition presented or a resolution passed for the dissolution or winding up of the Applicant, or a liquidator, provisional liquidator, receiver, administrative receiver or administrator is appointed to the Applicant or any of its assets:

(2) breach by the Applicant of any of these terms and conditions or any other conditions, obligations or undertaking granted or to be granted by the Applicant in favour of the Grantor or any lease or other agreement between the Applicant and the Grantor;

(3) if there is a material alteration to the constitution of the Applicant, its membership, trustees or partners, or if the Applicant is a company, by the transfer of ownership of the controlling interest in the Applicant without the prior written consent of the Grantor, or on the occurrence of any event or change in circumstances in relation to the Applicant or the Project which in the reasonable opinion of the Grantor, would have a material adverse effect on the ability of the Applicant to comply with these conditions;

(4) if, in the reasonable opinion of the Grantor, any document or other information submitted in connection with the Applicant's application for the Grant is fraudulent, false or materially misleading or if the Applicant has withheld information which in the reasonable opinion of the Grantor would have had a material bearing on the Grantor's decision to approve the Grant, or the Applicant or any of its officers, partners, office

holders or trustees has acted fraudulently or negligently;

(5) if the Applicant receives or becomes entitled to other funding (whether from public or private sources) in excess of the amounts specified in Schedule A and the Applicant undertakes to provide details of any such additional funding to the Grantor immediately upon such receipt or entitlement.

3. CLAIMS AND PAYMENT OF GRANT

Any claim for payment of the Grant must be made in writing on a properly completed claim form, (which may be obtained from the Grantor) to the Grantor not later than six months after the Expected Project Completion Date. Any claim must be accompanied by evidence of expenditure and such other evidence as the Grantor may require. If any such claim or evidence is not satisfactory to the Grantor, payment of Grant may be refused or reduced at the Grantor's discretion. The Grantor may withdraw any balance of the Grant not released within the time limit for submission of claims unless the Grantor agrees to extend the time limit by notice in writing.

The Grantor reserves the right to withhold payment of part or all of the Grant until the prepayment conditions, if any, set out in Schedule F attached hereto are implemented and the Project Funding is in place.

Grant shall be payable up to the amount approved by the Grantor as a percentage of the eligible costs of the Project as approved by the Grantor.

To the extent that the Grantor may permit any of the Grant to be paid out in advance of its receipt of evidence of expenditure and supporting other evidence the Applicant shall provide the Grantor with such evidence as soon as reasonably possible and in any event not later than 60 days from the date of such expenditure, failing which the Grantor may demand the immediate repayment of the Grant. No further payment of Grant shall be made until such evidence is received by the Grantor in respect of any Grant paid in advance of its receipt.

4. PUBLICITY / ACKNOWLEDGEMENT

The Grantor reserves the right to publicise the assistance to the Applicant and to include it in a public record of cases, both to demonstrate how its resources are used and to give examples of the types of development it is able to assist. The Applicant shall ensure that any publicity given to the Project contains an acknowledgement of the Grantor's funding support and shall display in a prominent place, any plaque, sticker or logo as the Grantor may require.

5. ASSIGNATION

The Grant shall be personal to the Applicant and the Applicant may not assign or transfer the Grant or any of its obligations, under this Undertaking, nor subcontract any of such obligations, to any third party without the prior written consent of the Grantor (as the case may be). The Grantor may assign its rights under this Undertaking to any third party without consent of the Applicant.

6. LAW OF SCOTLAND

This Undertaking shall be governed by the laws of Scotland.

7 CERTIFICATE OF DEFAULT

In the event of default by the Applicant the Applicant agrees that a certificate signed by a duly authorised officer of the Grantor shall (save for manifest error) be sufficient to determine conclusively all sums due to be repaid by the Applicant to the Grantor (including expenses) and the Applicant consents to the registration of this Undertaking together with the said certificate for preservation and execution.

IN WITNESS WHEREOF these presents comprising of this and the four preceding pages together with the schedules A, B, C, D, E and F attached hereto are executed by the Applicant or for and on behalf of the Applicant

MARINE BIOPOLYMERS LIMITED at AND on the Fourst (4 and and a subscribing hereto:

Witness

Director/ Secretary

Address

Full Name

RAVITONA Met M.

1 14 36 36

SCHEDULE A - PROJECT: New Business Start-up

Project Location: Unit 54 Boundary Road, Heathfield Industrial Estate, Ayr, South Ayrshire, Scotland KA8 9DJ

Project C	ost	Project Funding		
Cost Type	£	Funding Type	£	
		HIE GIA	40,000	
			*	
Total	No. 00/00/20	Total		

SCHEDULE B - Date of Approval: 24 January 2013

SCHEDULE C - GRANT

Grant Type	Amount of Eligible Costs	% of eligible costs	Grant Amount
HIE GIA			£40,00
5	£		£
	£,		£
	£		£
*	£	****	£

SCHEDULE D - THE EXPECTED PROJECT COMPLETION DATE

The expected project completion date means 01 December 2013

SCHEDULE E - PERIOD OF OBLIGATION

The period from the date of this Undertaking until the date 3 years from the date of last payment of the Grant.

SCHEDULE F - PREPAYMENT CONDITIONS

All standard HIE funding conditions apply

SCHEDULE G - PROJECT SPECIFIC CONDITIONS

■ MBL are obliged to re-pay all HIE funding, should they decide to locate the main production facility out-with the Highlands and Islands region (geography as defined by HIE boundaries).

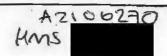
During the project, HIE require monthly progress reports from MBL; reports content to include progress with key project milestones (as agreed with HIE), and company financial statements (monthly management accounts).

■ HIE reserve the right to use the HIE funded studies as a resource to attract other potential projects to the Highlands and Islands, in the event of MBL being unwilling or unable to locate a full scale alginate plant with the HIE region.

* RECEIVED *

-6 FEB 2013

HIE INNSE BALL





Client: MARINE GIOPOLYMAN	25.
Address	
Post Code	
Project description: <u>Rusness</u>	START UP: R+O SUPPORT
FOR OFFICE USE ONLY) HMS Approval Reference No:	L Claim 3
	
. Project Progress Report	
	progress of your project, including the estimated
	achieving the impacts or results you expected the
	or HIE Financial Assistance – these will have been pplication was approved. If in doubt, please ask the
nember of staff dealing with your case fo	
(continue on separate sheet if necessary)	
77	
	this project has been
	his project has been in our future Gull scale
The emphasis in m seawed supply to	his project has been nour fature Gull scale
The emphasis is on seawed supply to alguiste plant	
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The emphairs in on seawed supply to execute plant when the confirmed abundance of the only a limited much build we would further survey wor in order to cover	he previce in required seawed from the of sea areas like to carry out the short term
The emphairs in on seawed supply to execute plant we confirmed abundance of the only a limited much build we would further survey wor in order to cover	the presence in required seaweed from when of sea areas like to carry out the short term

weather conditions and one untikely to be
offer to make full use before the end of
March 2014 The grant remainder
Expected impacts
Expected impacts
Nould be helpful; if NOT been we accept

The invoice in this claim relates to support
work provided by Gub Marenco on: Some data
eveluation, input for SNH water on scaweed and
input for Mess response to the & Covernant & Scaweed
Paper 11/02/14



CLAIM DECLARATION

Account Number

- 1. I, _______ on behalf of HALWE BLOFOLY Market that E) the particulars given on the invoice schedule* and claim are correct;
- No other claim for grant aid from any other Public Sector source has been or will be submitted in respect of the cost of any Item towards which Network assistance is being sought in this claim, other than those already disclosed to HIE;
- 3.* All costs in respect of which HIE assistance is claimed have been incurred and paid in full by me/us*, apart from those costs which have been previously agreed with HIE;
- 4. The amounts of expenditure in this claim are stated after the deduction of all discounts, trade-in and other allowances obtainable from the contractor or supplier and excludes credit charges and VAT (where recoverable);
- 5.* The expenditure shown in the invoice listing has been incurred solely in respect of materials, work done, services provided or items purchased in connection with my/our project for which HIE/Area Offices has offered financial assistance:
- 6. I/we* understand that any payment shall be liable for repayment where I/we* have failed to comply with the conditions of the Undertaking/Offer* and/or* the work is not completed satisfactorily within the period specified in the Undertaking/Offer*, or where it appears that any false or misleading statement has been made by me/us* in connection with either the application for assistance or any claim for payment;
- 7. I confirm that I/we will retain all invoices and receipts for this project for the duration of the grant obligation period (which is normally five years from the date of the last release of HIE assistance for Large Firms and 3 years for Small or Medium Enterprises).
- 8. FIRST CLAIM ONLY I confirm that my/our bank address and details are as undernoted: SUBSEQUENT CLAIMS I confirm that my/our bank details and address remain unchanged from previously notified.

Account Name

	Sort Code	Bank Name
	Bank Address ,	·
2007	W. Carlotte and the Car	(* delete as appropriate)
Cla	aims must be signed by:	P.
	In a firm by the proprietor or a partner;	1
	In a company by a director or the secretary;	
	In any other organisation by the chairman, s	secretary or treasurer.
	Individual applicant	
Sig	gnature:	Date:
De	signation: DIRECTOR	491



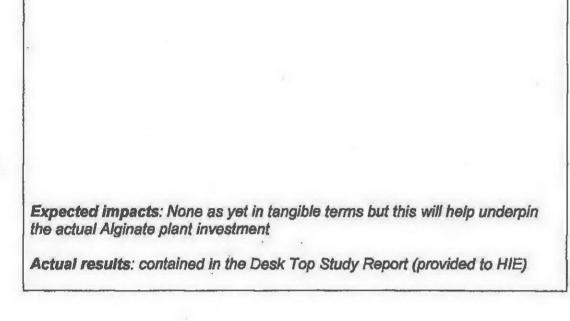


CLAIM FORM - CAPITAL PROJECTS ONLY

Client: MARINE BIOPOLYMERS LIMITED	
Address	
Post Code	
Project description: New Business Start-up - Eval Alginate plant in HIE region, most probably on Sout	
(FOR OFFICE USE ONLY) HMS Approval Reference No:	Claim 2
A. Project Progress Report Please provide a brief report on the progress completion date, and progress towards achieving project to generate when you applied for HIE Finlisted on the letter confirming that your application member of staff dealing with your case for help. (continue on separate sheet if necessary)	the impacts or results you expected the ancial Assistance - these will have been
The grant was awarded to enable studies to be can investment in a full scale Alginate manufacturing ple Biopolymers Ltd (MBL). Specifically the studies were Seaweed Supply, Water Provision, and Energy Pro	ant in the HIE region by Marine relare to be in the areas of:
The work to date has focused on Seaweed Supply, the lion's share of the work. In order to help on this, Marenco Ltd, an environmental company based in a University Belfast (QUB), especially its Marine Labor of Belfast. The work being carried out on behalf of I eminent scientists in the seaweed field—	MBL engaged the services of Belfast with strong links to Queen's pratory located in Portaferry south
The first stage of the QUB work was to carry out a land Supplies, primarily Laminaria Hyperborea (colloquia species of greatest interest to MBL. Although some at this stage was largely office based, albeit that off Seaweed Research Association archives which are building in Dunstaffnage	ally Kelp), which is the seaweed field visits were involved, the work fice was quite often at the
The point in doing a Desk Top study first was to ide historical information on Kelp was available and to acting as a baseline for further more detailed and la	assess how useful that would be in
A copy of the Desk Top Study prepared by Marence Jo Peterrane) and all the conclusion principal one is that there is more than enough and N Highlands" to support a sustainable work plant by MBL in the HIE region. The next challeng locations of best seaweed stocks and to select the would like to harvest the kelp, and how much of it p	MAN AND THE WATER OF THE WATER

11.	0044	r
JUIV	2011	L

Page 1 of 5





CLAIM DECLARATION

- 1. I Marie Biop Sympsorify that the particulars given on the invoice schedule* and claim are correct;
- No other claim for grant aid from any other Public Sector source has been or will be submitted in respect of the cost of any item towards which Network assistance is being sought in this claim, other than those already disclosed to HIE;
- 3.* All costs in respect of which HIE assistance is claimed have been incurred and paid in full by ine/us*, apart from those costs which have been previously agreed with HIE;
- The amounts of expenditure in this claim are stated after the deduction of all discounts, trade-in and other allowances obtainable from the contractor or supplier and excludes credit charges and VAT (where recoverable);
- 5.* The expenditure shown in the invoice listing has been incurred solely in respect of materials, work done, services provided or items purchased in connection with my/our project for which HIE/Area Offices has offered financial assistance;
- 6. I/we* understand that any payment shall be liable for repayment where I/we* have failed to comply with the conditions of the Undertaking/Offer* and/or* the work is not completed satisfactorily within the period specified in the Undertaking/Offer*, or where it appears that any false or misleading statement has been made by me/us* in connection with either the application for assistance or any claim for payment;
- 7. I confirm that two will retain all invoices and receipts for this project for the duration of the grant obligation period (which is normally five years from the date of the last release of HIE assistance for Large Firms and 3 years for Small or Medium Enterprises).
- 8. FIRST CLAIM ONLY I confirm that my/our bank address and details are as undernoted: SUBSEQUENT CLAIMS I confirm that my/our bank details and address remain unchanged from previously notified.

Account Number Account Name:

Sort Code Bank Name:
Bank Address:

(* delete as appropriate)

Claims must be signed by:

In a firm by the proprietor or a partner:

In a company by a director or the secretary;

- In any other organisation by the chairman, secretary or treasurer.
- Individual applicant

Signature:		Date Tuly	3rd 2013
Designation:	Birector	V	

July 2011

Page 5 of 5



Contact: Joanna Peteranna

E-mail: joanna.peteranna@hient.co.uk

Date:

Highlands and Islands Enterprise 28 November 2013 Iomairt na Gàidhealtachd s nan Eilean

Marine Biopolymers Ltd

FAO: David Mackle

If you expect that you will require a further extention, please let me know as soon as possible so that I can re-allocate expected spend before the end of the financial

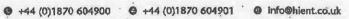
The balance of the grant stands at £13,661. I have enclosed a claim form for any

If you have any queries, please contact me.

Yours sincerely

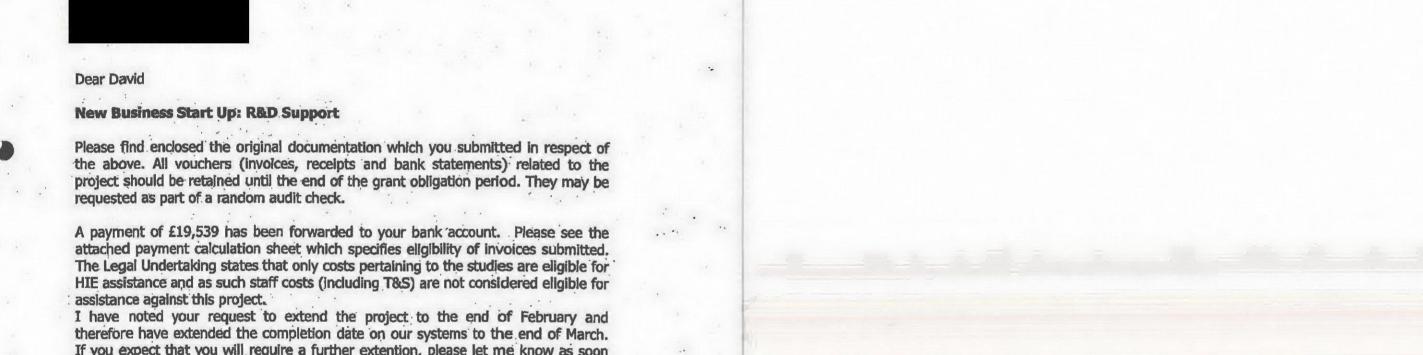
Irene MacKay Project Administrator

Taigh Cheann a' Locha, Lionacleit, Isle of Benbecula HS7 5PJ Scotland Taigh Cheann a' Locha, Lionacleit, Beinn a' Bhaoghla HS7 5PJ Alba











CLAIM FORM - CAPITAL PROJECTS ONLY

Client		
Addre	SS _	
Post (Code	
Proje	t description: _New Business Start-up, HIE Project ID:	
	OFFICE USE ONLY) Approval Reference No :	213
	oject Progress Report a provide a brief report on the progress of your project, including the estim	nate
compl project listed memb	etion date, and progress towards achieving the impacts or results you expected to generate when you applied for HIE Financial Assistance — these will have on the letter confirming that your application was approved. If in doubt, please as per of staff dealing with your case for help.	d th
The ex	rlier primarily Desk Top based phase of the work developed, in respect of this claim #2.	
into ar beginr work, i	actual Seaweed Survey voyage. The voyage took place at the end of July and ing of August but was preceded by preparatory work and was followed by post-survey especially for the latter on Sonar Data evaluation and interpretation	
There	were 3 main aims of the survey voyage: To confirm the presence in candidate harvesting areas of commercial scale stocks of	
	Laminaria Hyperborea seaweed	
	To carry out "ground truthing" in these candidate areas, and to physically harvest usable amounts of seaweed (which were subsequently converted into alginate at the MBL pilot plant in Ayr)	
•	To evaluate Sonar as a practical tool to be able to identify the location of seaweed deposits (and areas where there is none) and as a semi-quantitative method for calculating seaweed stock levels and densities	
the on (made	rom hiring the survey vessel (which turned out to be cheaper on a day rate basis than a way first considered), we also fabricated our own "half scale" seaweed harvesting head	
To ass	ist in the vovage. MBL used not only its own staff, but also external experts, namely: he has been helping us on Laminaria from the start	
	engineer), he is a highly skilled and experienced "mariner", and apart from helping in a general way on the voyage, he was charged with carrying out the Sonar part of the	
•	work, and with following through into results and interpretation is now retired but was the Purchasing/Seaweed Manager for the former alginate plants in Scotland, and he was the link person between this voyage and an earlier one carried out in 1991 in the same sea areas as mentioned below	
	- this company is considered to be one of the foremost sonar and	
•	marine survey companies in the world	

July 2011

Page 1 of 5

The conclusions from the voyage were:

 There is an abundance of high quality Laminaria seaweed in all of the sea areas surveyed, and certainly more than MBL could ever need on a sustainable basis

The Laminaria harvested using the trial head (several tonnes of wet weed) was processed readily to yield High Gelling alginate, the grade of most interest to MBL

 Sonar is a suitable, practical and relatively low cost tool (cf using divers) for assessing not only where the seaweed is and is not, but also the amounts and the density

The results from the voyage have been summarised and shared with SNH as a key part of receiving its sanction for the harvesting of Laminarla by MBL on a sustainable commercial basis in the western Scottish waters, and specifically as a basis for agreeing on which areas we will harvest in the first years of operation, how we will harvest (technique) and what monitoring regime we will put in place after operational start up

Perhaps most importantly we have confirmed that the seaweed is there to meet MBL's needs in respect of its intended full scale alginate manufacturing plans, wherever our plants are located, and that it will be of the best quality for alginate manufacture, and that we are on track to carry out our harvesting with the approval of SNH (and by extension other bodes such as The Crown Estate)

(Please note that, at this time, we have narrowed down our location possibilities to one on the islands i.e. Lochboisdale on South Uist, and one on the mainland i.e. Barcaldine in Argyll, and we will make a final decision on this before the end of 2013. Wherever we choose, the plant will be in the HIE area)

If there is interest in HIE, we do have a video available from the voyage which provides a visual record of where we were, how we did things, what the seaweed looked like, and what the sonar data can lead to once converted into 3 D seabed imagery

David Mackie, November 1st 2013

(This largely completes the seaweed part of our grant supported, although there may be small follow through work in the next weeks with Marenco, and we may make use of remaining grant amounts in respect of initial water, energy or EIA work once we have selected our preferred location for our plant. In respect of this, we would like to request, if available, an extension for the completion of the work until February 28 2014)

Expected impacts

Actual results



CLAIM DECLARATION

Account Number

July 2011

- 1. I, _David Mackie_, on behalf of _Marine Biopolymers Ltd_, certify that the particulars given on the invoice schedule* and claim are correct;
- 2. No other claim for grant aid from any other Public Sector source has been or will be submitted in respect of the cost of any item towards which Network assistance is being sought in this claim, other than those already disclosed to HIE;
- 3.* All costs in respect of which HIE assistance is claimed have been incurred and paid in full by me/us*, apart from those costs which have been previously agreed with HIE;
- 4. The amounts of expenditure in this claim are stated after the deduction of all discounts, trade-in and other allowances obtainable from the contractor or supplier and excludes credit charges and VAT (where recoverable):
- 5.* The expenditure shown in the invoice listing has been incurred solely in respect of materials, work done, services provided or items purchased in connection with my/our project for which HIE/Area Offices has offered financial assistance;
- 6. I/we* understand that any payment shall be liable for repayment where I/we* have falled to comply with the conditions of the Undertaking/Offer* and/or* the work is not completed satisfactorily within the period specified in the Undertaking/Offer*, or where it appears that any false or misleading statement has been made by me/us* in connection with either the application for assistance or any claim for payment;
- 7. I confirm that I/we will retain all invoices and receipts for this project for the duration of the grant obligation period (which is normally five years from the date of the last release of HIE assistance for Large Firms and 3 years for Small or Medium Enterprises).
- 8. FIRST CLAIM ONLY I confirm that my/our bank address and details are as undernoted: SUBSEQUENT CLAIMS I confirm that my/our bank details and address remain unchanged from previously notified. (yes)

Account Name

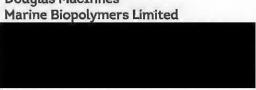
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	Bank Address			
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Cla	ims must be signed by			
	In a firm by the propri	etor or a partner;		
•		ector or the secretary;		
	In any other organisa	tion by the chairman, s	secretary or trea	asurer.
	Individual applicant			
Class				D-1 404440
Sig	nature:		-	Date: _13/11/13_
Des	signation: _Director_			

Page 5 of 5

Contact: Direct line: Email:

Our Ref Date: 17th September 2015

Douglas MacInnes



Dear Douglas,

Preparations for the Establishment of Alginate Factory and Laboratory in Argyll

I have pleasure in informing you that your application for financial assistance has been approved by Highlands and Islands Enterprise subject to the conditions contained in the enclosed Undertaking.

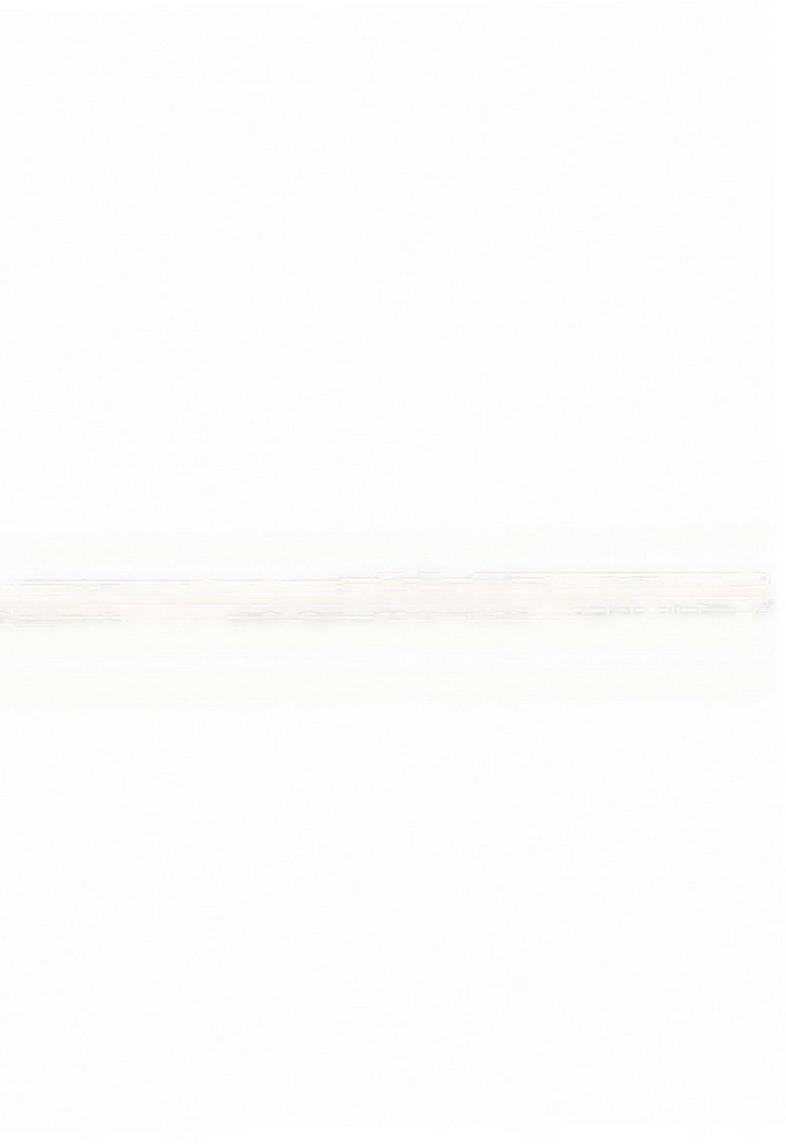
You will note that the Schedule at the end of the Undertaking gives details of the assistance which has been approved.

The Undertaking has important legal consequences and you may wish to discuss the contents with your solicitor. If the terms are acceptable, please execute the deed in accordance with the accompanying instructions and return it to HIE within 28 days otherwise the financial assistance may be withdrawn. A photocopy of the completed document will be sent to you for retention in due course.

Payment claim forms and guidance notes are enclosed, however should vou have any further queries please do not hesitate to contact your Account Manager.

Yours sincerely

Douglas Cowan Area Manager



Ionad na h-Iomairt, Päirc-Ghniomhachais Chille Mhoire, Ceann Loch Gilb, Earra-Ghäidheal PA31 8SH Alba PROPIER I O +44 (0)1546 602281 e +44 (0)1546 603964 lochgilphead@hient.co.uk O www.hie.co.uk

have pleasure in informing you that your application for financial assistance has been approved by Highlands and Islands Enterprise subject to the conditions contained in the enclosed Undertaking.

You will note that the Schedule at the end of the Undertaking gives details of the assistance which has been approved.

The Undertaking has important legal consequences and you may wish to discuss the contents with your solicitor. If the terms are acceptable, please execute the deed in accordance with the accompanying instructions and return it to HIE within 28 days otherwise the financial assistance may be withdrawn. A photocopy of the completed document will be sent to you for retention in due course.

Payment claim forms and guidance notes are enclosed, however should you have any further queries please do not hesitate to contact your Account Manager, Chris Hammell.

Yours sincerely

Douglas Cowan

Area Manager HIE Project ID: 9353030

GRANT UNDERTAKING BY

Marine Biopolymers Limited, a company incorporated in Scotland under the Companies Acts (registered number: SC367807) and having its registered office at Unit 54
Heathfield Industrial Estate, Boundary Road, Ayr, KA8
9DJ (hereinafter called "the Applicant")

in favour of

HIGHLANDS AND ISLANDS ENTERPRISE established by the Enterprise and New Towns (Scotland) Act 1990 and having its Principal Office at Fraser House, Friars Lane, Inverness IVI IBA (hereinafter called "the Grantor")

<u>DEFINITIONS AND INTERPRETATION</u>: The following definitions will apply in this <u>Undertaking unless</u> the context requires otherwise:-

- (a) "Applicant" includes, where the Applicant is an individual or individuals, executors and successors of the Applicant and where the Applicant are partners in a firm their successors as partners of and trustees for the firm. If the Applicant is more than one person (including the partners of a partnership) then each of those people shall be jointly and severally liable for complying with the terms and conditions of this Undertaking.
- (b) "Business" means the Applicant's business or activity which is being developed by the Project;
- (c) 'Date of Approval" means the date detailed in Schedule B.
- (d) "Expected Project Completion Date" means the expected date for completion of the Project as detailed in Schedule D:
- (e) "Grant" means the grant or grants shown in Schedule C, being the lesser of the % of eligible costs specified in Schedule C and the Grant amount specified in Schedule C;
- (f) 'month" means a calendar month;
- (g)"Period of Obligation" means the period specified in Schedule E attached hereto;
- (h) "Project" means the project as detailed in Schedule A;
- (i) "Project Funding" means the project funding as detailed in Schedule A;
- (j) "Project Location" means the place at which the Project will be carried out as detailed in Schedule A;
- (k) the date on which the Grant or any instalment of it is to be paid shall be the date on which the Grantor issues payment as certified by any duly authorised officer of the Grantor;
- (1) "Prepayment conditions" means the prepayment conditions specified in Schedule F;
- (m)"Project specific conditions" means any project specific conditions specified in Schedule G; (n) "Relevant Threshold" means:
 - (1) In the case of Agriculture De Minimis Aid, €15,000 over any period of three fiscal years;
 - (2) In the case of Fisheries De Minimis Aid, €30,000 over any period of three fiscal years; and
 - (3) In the case of General De Minimis Aid, €100,000 in the case of aid granted in connection with activities within the road freight transport sector and €200,000 in the case of aid granted in connection with all other eligible sectors, both over any period of three fiscal years.
- (o) "De Minimis Regulations" means the regulations referred to in the definitions of General De Minimis Aid, Agriculture De Minimis Aid and Fisheries De Minimis Aid.
- (p) "Related Enterprise" means an enterprise which:
 - (i) has a majority of the shareholders' or members' voting rights in the Applicant, or in respect of which, the Applicant holds a majority of the shareholders' or members' voting rights; or (ii) has the right to appoint or remove a majority of the members of the administrative, management or supervisory body of the Applicant, or in respect of which, the Applicant has the right to appoint or remove a majority of the members of the administrative, management or supervisory body; or

- (iii) has the right to exercise a dominant influence over the Applicant pursuant to a contract entered into with the Applicant or to a provision in the Applicant's memorandum or articles of association, or, over which, the Applicant has the right to exercise a dominant influence pursuant to a contract entered into with that enterprise or to a provision in that enterprise's memorandum or articles of association; or
- (iv) is a shareholder in, or a member of the Applicant, that controls alone, pursuant to an agreement with other shareholders in or members of the Applicant, a majority of shareholders' or members' voting rights in the Applicant, or of which, the Applicant is a shareholder or a member, controls alone, pursuant to an agreement with other shareholders in or members of that enterprise, a majority of shareholders' or members' voting rights in that enterprise; and also includes an enterprise which has any of the relationships referred to in paragraphs (i) to (iv) above with the Applicant through one or more other enterprises and any enterprise in respect of which the Applicant has any of the relationships referred to in paragraphs (i) to (iv) above through one or more other enterprises.
- (q) "General De Minimis Aid" means aid granted under Commission Regulation (EU) No 1407/2013 of 18 December 2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid OJEU 2013/L352/1 published on 24 December 2013.
- (r) "General De Minimis Aid Excluded Sectors" means either activities related to fishery or aquaculture sector as covered by Council Regulation (EC) No 104/2000 of 17 December 1999 (OJ L 17, 21.1.2000, p.22);
 - (ii) activities related to the primary production of agricultural products; or
 - (iii) activities related to the processing and marketing of agricultural products where either: the amount of the aid is fixed on the basis of the price or quantity of such products purchased from primary producers or put on the market by the undertakings concerned; or the aid is conditional on being partly or entirely passed on to primary producers.
- (s) "Agriculture De Minimis Aid" means aid granted under Commission Regulation (EU) No 1408/2013 of 18 December 2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid in the agriculture sector OJEU 2013/L 352/9 published on 24 December 2013.
- (t) "Agriculture De Minimis Aid Excluded Sectors" means either (i) activities related to fishery or aquaculture sector as covered by Council Regulation (EC) No 875/2007 of 24 July 2007 on the application of Articles 87 and 88 of the
 - EC Treaty to de minimis aid in the fisheries sector and amending Regulation (EC) No 1860/2004 OJEU 2007/ L 193/6 published on 25 July 2007; or
 - (ii) activities falling within the scope of Commission Regulation (EU) No 1407/2013 of 18 December 2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid OJEU 2013/L352/1 published on 24 December 2013.

- (u) "Fisheries De Minimis Aid" means aid granted under Commission Regulation (EU) No 717/2014 of 27 June 2014 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid in the fisheries and aquaculture sector OJEU 2014/L 190/45 published on 28 June 2014;
- (v) "Fisheries De Minimis Aid Excluded Sectors" means either (i) activities falling within the scope of Commission Regulation (EU) No 1407/2013 of 18 December 2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid OJEU 2013/L352/1 published on 24 December 2013; or
 - (ii) activities relating to the primary production of agricultural products falling within the scope of Commission Regulation (EU) No 1408/2013 of 18 December 2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid in the agriculture sector OJEU 2013/L 352/9 published on 24 December 2013.

The Applicant WARRANTS:

- a) that the Applicant is validly existing, has power to execute and perform its obligations under this Undertaking, its execution and such perfonnance has been validly authorised, and on its execution and delivery, those obligations will be valid, legal and binding on it;
- that it is or will be the owner of or will otherwise have the right to use the Project Location and all plant, equipment and other assets required in connection with the Project and all such assets to undertake the Project and the Business;
- c) that, if the Grant includes de minimis aid, as at the Date of Approval it has provided HIE in writing with full details of all offers of de minimis aid and any other state aids it (and any Related Enterprise) has received or accepted from any public source in the current and two preceding fiscal years;
- d) that when added to such de minimis aid previously granted, the de minimis element of the Grant will not cause the de minimis aid which the Applicant and any Related Enterprise has been granted in that period to exceed the Relevant Threshold nor to breach the cumulation provisions of the De Minimis Regulations;
- e) that where it, or any Related Enterprise has been granted state aid in relation to the same eligible costs or in connection with the same risk finance measure, the total state aid granted does not exceed the highest relevant aid intensity or aid amount fixed in the specific circumstances of each case by a block exemption regulation or a decision adopted by the European Commission;
- f) if the Grant includes General De Minimis Aid, and if the Applicant is involved in the sectors referred to in the definition of General De Minimis Aid Excluded Sectors above, any element of the Grant that relates to the General De Minimis Aid shall not be used in such a way as to benefit activities of the Applicant (or any Related Enterprise) in any of the sectors referred to in the definition of General De Minimis Aid Excluded Sectors;
- g) if the Grant includes if General De Minimis Aid and the Applicant performs road freight transport for hire or reward and also carries out other activities covered by General De Minimis Aid, the Applicant warrants that it shall ensure that the benefit to the road freight transport activity shall not exceed €100,000 and that no de minimis aid is used for the acquisition ofroad freight transport vehicles;
- if the Grant includes Agriculture De Minimis Aid, and if the Applicant is involved in the sectors referred to in the definition of Agriculture De Minimis Aid Excluded Sectors above, any element

- of the Grant that relates to the Agriculture De Minimis Aid shall not be used in such a way as to benefit activities of the Applicant (or any Related Enterprise) in any of the sectors referred to in the definition of Agriculture De Minimis Aid Excluded Sectors.
- i) if the Grant includes Fisheries De Minimis Aid, and if the Applicant is involved in the sectors referred to in the definition of Fisheries De Minimis Aid Excluded Sectors above, any element of the Grant that relates to the Fisheries De Minimis Aid shall not be used in such a way as to benefit activities of the Applicant (or any Related Enterprise) in any of the sectors referred to in the definition of Fisheries De Minimis Aid Excluded Sectors.

If the Applicant is in breach of any of the above warranties then the Applicant or such Related Enterprise may be required to repay all or part of the Grant (and any other de minimis) to the extent that it has been paid out, with interest.

The Applicant UNDERTAKES to implement the Project for which the Grant is provided by the Expected Project Completion Date and to fulfil and observe all of the following terms and conditions for the Period of Obligation:-

1. CONDUCT OF BUSINESS, ACCOUNTS, ETC. The Applicant shall:

- (1) carry on the Business and implement the Project in a proper and efficient manner and keep proper financial and other records and books of account all to the reasonable satisfaction of the Grantor which shall at all reasonable times be open for inspection by the Grantor;
- (2) provide the Grantor with such information and within such period as the Grantor may require relating to the Project and the Business;
- (3) not without the prior written consent of the Grantor discontinue or dispose of (on winding up or otherwise) the whole or a substantial part of the Business or the Project or its assets or make any alteration that is in the reasonable opinion of the Grantor a material alteration to the constitution of the Applicant, its membership or the character of the Business or the Project;
- (4) not without the prior written consent of the Grantor sell or dispose of its property or buildings or sell or dispose of or remove or move any of the plant, equipment or other assets used in connection with the Business or the Project and which have been acquired or improved with the benefit of the Grant;
- (5) keep all the property, buildings, plant, equipment and other assets of the Business and the Project in a good state of repair and in good condition all to the reasonable satisfaction of the Grantor and permit the Grantor to inspect them on reasonable notice;
- (6) insure and keep insured against loss or damage by fire, storm, impact, theft and such other risks as may reasonably be required by the Grantor all property, buildings, plant, equipment, stock, vehicles and other assets of the Business for such sums as may be necessary to cover the full replacement or reinstatement thereof or for such sum as the Grantor may reasonably approve, exhibit the relevant policies and receipts for premiums to the Grantor and if required by it ensure that the interest of the Grantor be endorsed on such policies, and apply any proceeds of such insurance towards replacement or reinstatement;
- (7) not move the Business or the Project or any of its plant, equipment or other assets acquired in connection with the Project out of the Highlands and Islands area of operation of the Grantor;
- (8) only use the Grant in implementation of the Project and not for expenditure incurred prior to the date on which it made its initial application for the Grant;

- (9) comply with all applicable statutory and other regulations and obtain, and provide to the Grantor on request, all necessary consents and licences, for the Project and the Business; and
- (10) indemnify the Grantor against any claims whatsoever arising in relation to the Project or the Business.
- 2. REPAYMENT OF THE GRANT. If any of the following events occur any unclaimed part of the Grant shall immediately be withdrawn by the Grantor and the Applicant shall immediately become liable to repay to the Grantor any part of the Grant which has already been paid out to the Applicant:-
- (1) if the Applicant ceases to carry on the Business, becomes unable to pay its debts, or the insolvency or sequestration of the Applicant or divesting themselves of their property by trust deed in favour of their creditors, or entering into a composition or arrangement with its creditors or if an order is made, or a petition presented or a resolution passed for the dissolution or winding up of the Applicant, or a liquidator, provisional liquidator, receiver, administrative receiver or administrator is appointed to the Applicant or any of its assets;
- (2) breach by the Applicant of any of these tenns and conditions or any other conditions, obligations or undertaking granted or to be granted by the Applicant in favour of the Grantor or any lease or other agreement between the Applicant and the Grantor;
- (3) if there is a material alteration to the constitution of the Applicant, its membership, trustees or partners, or if the Applicant is a company, by the transfer of ownership of the controlling interest in the Applicant without the prior written consent of the Grantor, or on the occurrence of any event or change in circumstances in relation to the Applicant or the Project which in the reasonable opinion of the Grantor, would have a material adverse effect on the ability of the Applicant to comply with these conditions;
- (4) if, in the reasonable opinion of the Grantor, any document or other information submitted in connection with the Applicant's application for the Grant is fraudulent, false or materially misleading or if the Applicant has withheld information which in the reasonable opinion of the Grantor would have had a material bearing on the Grantor's decision to approve the Grant, or the Applicant or any of its officers, partners, office holders or trustees has acted fraudulently or negligently;
- (5) if the Applicant receives or becomes entitled to other funding (whether from public or private sources) in excess of the amounts specified in Schedule A and the Applicant undertakes to provide details of any such additional funding to the Grantor immediately upon such receipt or entitlement.

3. CLAIMS AND PAYMENT OF GRANT

Any claim for payment of the Grant must be made in writing on a properly completed claim form, (which may be obtained from the Grantor) to the Grantor not later than six months after the Expected Project Completion Date. Any claim must be accompanied by evidence of expenditure and such other evidence as the Grantor may require. If any such claim or evidence is not satisfactory to the Grantor, payment of Grant may be refused or reduced at the Grantor's discretion. The Grantor may withdraw any balance of the Grant not released within the time limit for submission of claims unless the Grantor agrees to extend the time limit by notice in writing.

The Grantor reserves the right to withhold payment of part or all of the Grant until the prepayment conditions, if any, set out in Schedule F attached hereto are implemented and the Project Funding is in place.

Grant shall be payable up to the amount approved by the Grantor as a percentage of the eligible costs of the Project as approved by the Grantor.

To the extent that the Grantor may permit any of the Grant to be paid out in advance of its receipt of evidence of expenditure and supporting other evidence the Applicant shall provide the Grantor with such evidence as soon as reasonably possible and in any event not later than 60 days from the date of such expenditure, failing which the Grantor may demand the immediate repayment of the Grant. No further payment of Grant shall be made until such evidence is received by the Grantor in respect of any Grant paid in advance of its receipt.

4. PUBLICITY [ACKNOWLEDGEMENT

The Grantor reserves the right to publicise the assistance to the Applicant and to include it in a public record of cases, both to demonstrate how its resources are used and to give examples of the types of development it is able to assist. The Applicant shall ensure that any publicity given to the Project contains an acknowledgement of the Grantor's funding support and shall display in a prominent place, any plaque, sticker or logo as the Grantor may require.

5. ASSIGNATION

The Grant shall be personal to the Applicant and the Applicant may not assign or transfer the Grant or any of its obligations, under this Undertaking, nor subcontract any of such obligations, to any third party without the prior written consent of the Grantor (as the case may be). The Grantor may assign its rights under this Undertaking to any third party without consent of the Applicant.

6. LAW OF SCOTLAND

This Undertaking shall be governed by the laws of Scotland.

7 CERTIFICATE OF DEFAULT

In the event of default by the Applicant the Applicant agrees that a ceHificate signed by a duly authorised officer of the Grantor shall (save for manifest error) be sufficient to determine conclusively all sums due to be repaid by the Applicant to the Grantor (including expenses) and the Applicant consents to the registration of this Undertaking together with the said certificate for preservation and execution.

IN WITNESS WHEREOF these presents comprising of this and the 6 preceding pages together with the schedules A, B, C, D, E, F and G attached hereto are executed by the Applicant or for and on behalf of the Applicant

***************	2	015 in the presence	e of the witness	enherei	hing hereto.	
Witness		4.5	e of the withes:	Sauscii	omg nerew.	
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Name	****** = ** **		Director/ Se	ecretary I	יעוו	
Address		Full	Name SCHEI	ПЕА	- PROJECT	
Preparations for	or the Establi	shment of Algin	ate Factory an	d Labor	atory in Argyll	
Project Location		source Centre, Bar				
	Pro •ect Cos	st		Pro •ect	Fundin	
Cost T e			Fundin T	e		
Working Capital		500,000				200000
			HIE Grant		00,00	

ė.	1	3 00 00			***	
	-				59 S 56	
	Total	500,000	7.22	Total	5	000,000
COURDING B				Total		
SCHEDULE (pproval: 2 nd Septe	ember 2015			
Grant T e	q ·	of Eli ible Costs	% of eli ible	costs	Grant Amoun	t
De Minimis	El 50,000		100		€100,000	
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Commission Regulation (EU) No 1407/2013 of 18 December 2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid OJEU 2013/L352/1 published on 24 December 2013

The Applicant should retain a copy of this Undertaking at least for the Period of Obligation or 3 years (whichever is longer) in case of a request to produce it from UK public authorities or the European Commission.

SCHEDULE D - THE EXPECTED PROJECT COMPLETION DATE

The expected project completion date means 3 1 st March 2016

SCHEDULE E - PERIOD OF OBLIGATION

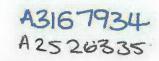
The period from the date of this Undertaking until the date 3 years from the date of last payment of the Grant.

SCHEDULE F - PREPAYMENT CONDITIONS

None.

SCHEDULE G - PROJECT SPECIFIC CONDITIONS

Claims must relate directly and explicitly to establishing alginate factory and laboratory in Argyll. This will be limited to modelling/process engineering as well as permissions and professional services in relation to planning at the Barcaldine site and Malin House. No staff costs, consumables or capital equipment costs will be supported.

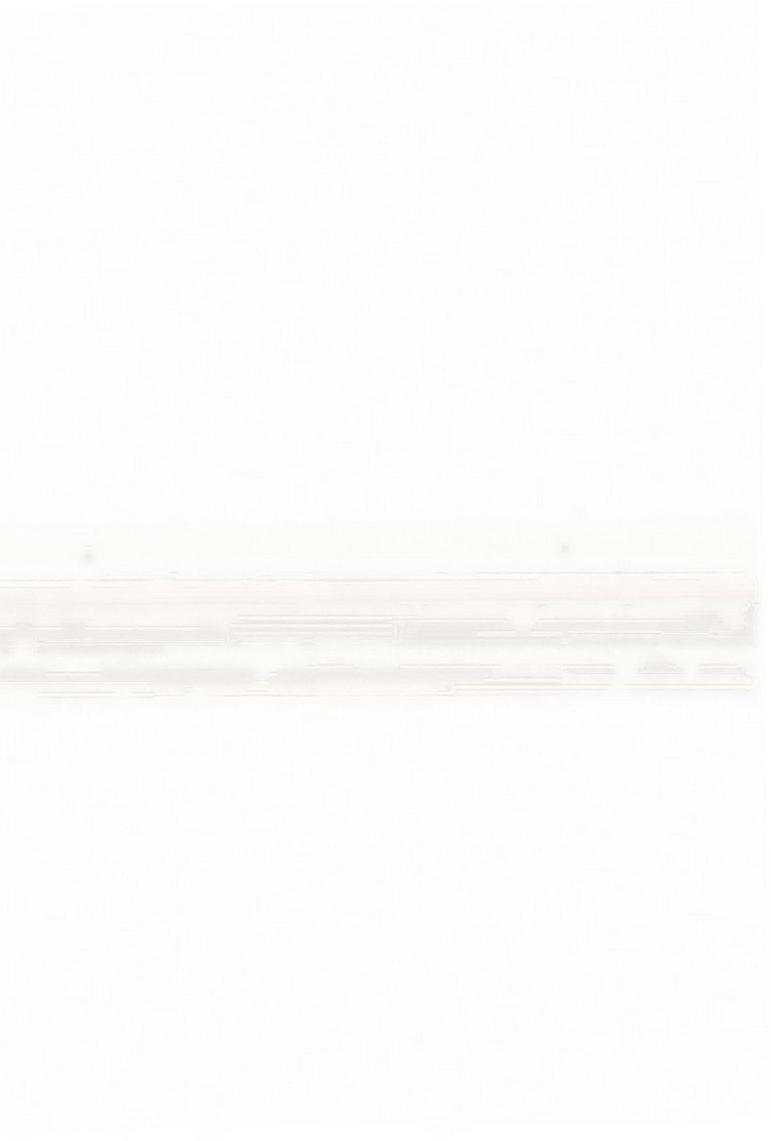


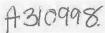


Client Engagement Form Verification of Details Held By H.I.E.

Below is information currently held by H.I.E. about **Marine Biopolymers Ltd**, Please take a few moments to check that these details are correct, noting any corrections or amendments necessary in the Right Hand Column.

Details Held		Corrections / Amendment For Return to HII		
	Client Details	Client Details		
Client Name: Address Line 1	Marine Biopolymers Ltd			
Address line 2				
City	AYR			
County	Scotland			
Country				
Post Code Accepts Mailings	Management of the control of the con			
Company Email	david@marinebiopolymers.com	cida also: douglas a mannetoropolique		
Company Website		www marinebindolliners. Com		
Trading As				
·	rimary Contact	Primary Contact		
Full Name	Mr David Mackie	also add! or Mr Douglas Macinne		
Email	david@marinebiopolymers.com	l L		
	Phone	Phone		
Main:	_01292262680			
Direct:				
Primary	01292262680			
	Client Profile	Client Profile Community, Community Interest Company, Company		
		Limited by guarantee, Constituted Community Group, Individual, Legal Partnership, Limited Company, Limited Liability Partnership (LLP), Other, Scottish Charitable Incorporated Organisation, Sole Trader, Trust, Unconstituted Community Group.		
Client Type Company Number	Limited Company SC367807	Select Legal Entity from above:		
V.A.T. Registered	Yes	Yes / No / Intends to		
No of Employees	14 5 - 10			
Stand	ard Industrial Codes	Standard Industrial Codes		
SIC Level 1	Manf - Other non-metallic			
SIC Level 2	mineral products			
SIC Level 3				
SIC Level 4				
Tra	ding Geographies	Trading Geographies		
1:		Americas (Yes.) No		
2:		Asia Pacific Yes / No		
1: 2: 3: 4;		Europe Yes / No		
		UK (Outwith Scotland) (Yes.) No		
	al Trading Geography	Potential Trading Geography		
1:	UK (Outwith Scotland)	Americas (Yes) No		
2:		Asia Pacific (Yes/ No		
1: 2: 3:		Europe (Ye) / No		
ia •		UK (Outwith Scotland) (Yes) No.		





Michelle Sutherland

From: Sent: Douglas A Macinnes <douglas@marinebiopolymers.com>

To:

21 June 2018 15:11

Cc:

Subject:

Attachments:

Accounts for MBL

Marine Biopolymers Statutory Accounts ye 31Mar18 (draft pre FRS103 v2).pdf; Marine Biopolymers Statutory Accounts ye Mar17 (FRS102).pdf; MBL signed accounts to March 31 2016.pdf; Marine Biopolymers Statutory Accounts Mar 2015.pdf

Good afternoon

I will send you the information requested in two e-mails due to the size of the files.

The first e-mail is the attached accounts for the years 15,16,17 plus the draft for 2018

The narrative of the loans will follow Kindest regards

Jouglas



Douglas A Macinnes

Executive Director Tel +44(0)1292262680

mTel +44(0)

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Mairi Ellis

Douglas A Macinnes <douglas@marinebiopolymers.com> From:

03 July 2018 12:34 Sent:

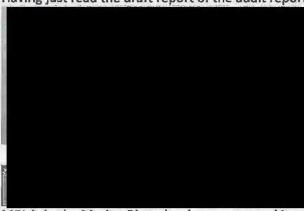
To:

Cc: ; Alison Gainsford;

Subject: Sector classification

Good afternoon

Having just read the draft report of the audit report



MBL is in the Marine Biotechnology sector and is a key player in HIE's Marine Sector Plan under the MB category . The key pages are 28 to 33 of the Draft report. Please check this with Morven Cameron to confirm!

Kindest regards Douglas



Douglas A Macinnes

Executive Director

rel +44(0)1292262680

mTel:

Email Disclaimer

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From:		
Sent:		

DAVID MACKIE12 <

AngusMacmillan

To:

12 September 2012 11:35

Cc: Subject:

Marine Biopolymers - Seaweed Study

Hello

We had a meeting with the seaweed guys from QUB yesterday and agreed what we are looking for on terms of the study, and also whom to co-opt or involve in the work, and we will now work with them to come up with a fully articulated and costed/quoted proposal, which is one of the things you need from us

...however, we also re-confirmed that we should get things underway by getting them a do a "Desk Top" part first of all, and we have asked them to re-quote for this (they can do this quickly and before they can pull together the quote for the "main" study which will take a bit of to'ing and fro'ing)

We want to get the Desk Top work under way asap, not only because we need to get on with things, but also one key person whom we want to consult in it - he is a retired specialist from SAMS in fact - does not keep in good health, but he is very keen to assist in spite of that

Ironically enough, what became clear yesterday is that, between us all, we have garnered more information on Laminaria than we expected, and the desk top phase may well help to "reduce" the "main" study phase as a result, and rather more than anticipated

What I really want to ask here, is whether HIE will assist us financially with this Desk Top phase first of all, as well as potentially the Main phase, assuming of course that we satisfactorily meet all the relevant criteria (especially so for the latter)?

I obviously need to get an updated quote for the Desk Top work so as to have the exact figure, but I can guess at it being continuously or thereabouts, so a proportional help from you would be most welcome for this

....and this amount would come out of the Main Study phase, whatever that cost will turn out to be

I think I have explained this clearly enough, but if not, please either be in touch with Angus or myself

.ooking forward to hearing from you

Thanks

David

David Mackie Marine Biopolymers Ltd +44 1292 520850/



A1881554

From: Sent: DAVID MACKIE12

To:

09 October 2012 09:45

Cc:

AngusMacmillan

Subject:

Marine Biopolymers - status

Hello

I trust all is well with you

Just a quick e-mail to keep you up to speed on two points:

Seaweed Study - we have not been idle here and are waiting until after the outcome of a meeting with SNH (we think in Inverness), in which we will aim to find out about, and agree on, its key issues (re Laminaria). Post the meeting (in a couple of weeks time I think), we will then be in a better position to more clearly agree the work scope with, and then obtain a formal proposal from, the guys at QUB

• Funding/Scottish Investment Bank - our application is working its way through the SIB process, and we understand from that their investment paper will go to the SIB Credit Committee on October 17th (should have been this week's meeting but there were delays with another company applying to the SIB) for a formal approval to invest (subject to conclusion of Legals). To date, all discussions with SIB very positive and we have good support from

Any questions or queries arising from the above, please contact Angus or myself at any time

Best rgds from a too nice to work today Ayrshire

David

David Mackie Marine Biopolymers Ltd +44 1292 520850/-



A1769703

From:

DAVID MACKIE12

Sent:

23 February 2012 12:37

To: Subject:

Fw: Marine Biopolymers ...another piece of news

Hello

I hope you are wellmaybe you are meeting Angus this week sometime????

Please see below for your information - apologies - I should have included you on the circulation as well

As I say in the e-mail, I am not quite sure exactly what this means for us, as it is a bit "left field" in relation to our mainstream alginate effort (but with a focus on "marine products"), but it should all help to build a stronger and broader foundation for the future development of MBL (and our product pipeline)

For your info re the 2 original addressees:

- formally works with Business Gateway Glasgow (and for their files we are "based" at Strathclyde University),
- main responsibility is with the Scottish Investment Bank, and she is helping us initially in terms of "investor ready" grant support.

I appreciate that you (as the account manager of HIE responsible for MBL) might also have been able to help us in these areas but it is sometimes simpler, at least for now, for me to deal with people in Glasgow, and we know that, at the right point in time, HIE will become the lead public sector organisation in respect of MBL

I trust this is all clear and is OK with you but please comment as you wish

Thanks

avid

David Mackie Marine Biopolymers Ltd

+44 1292 520850

---- Forwarded Message ---

From: DAVID MACKIE12

To:

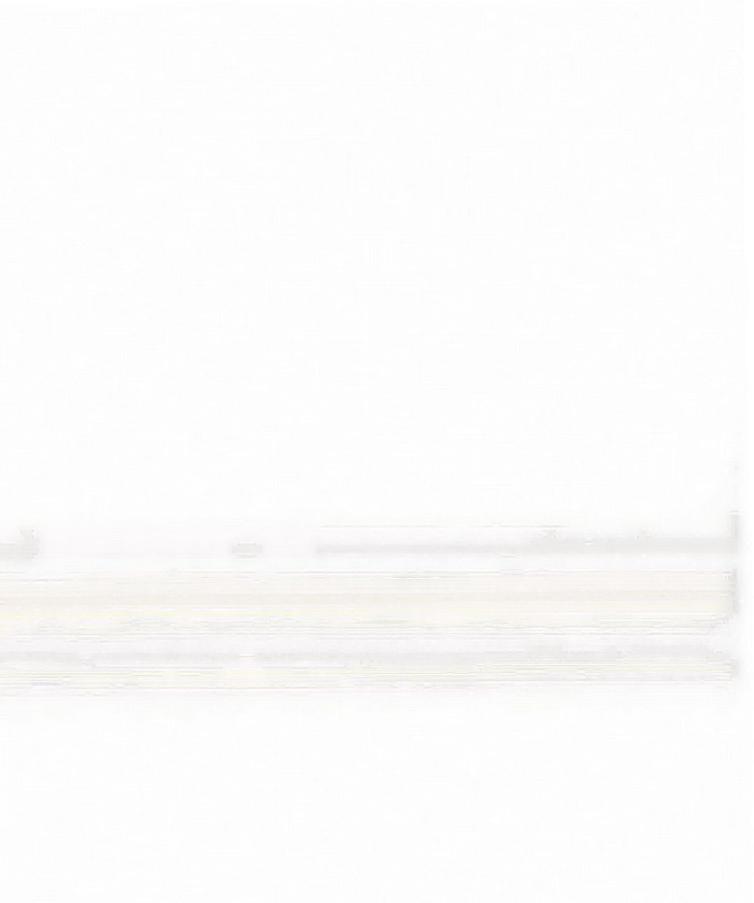
Sent: Thursday, 23 February 2012, 12:10

Subject: Marine Biopolymers ...another piece of news

Although I don't think it has any bearing on what we are working on right at present (i.e. fundraising), I thought you might be interested to know that it looks very likely that an EU FP7 syndicate submission that we were part of (lead entity was Strathclyde) will be successful, barring any unexpected failure of final negotiations with the EU in Brussels the week after next

Nett value to us (not quite as exciting as it sounds as it is over 4 years) something of the order of definitely not to be sneezed at, and maybe another (metaphorical) feather in our cap

but



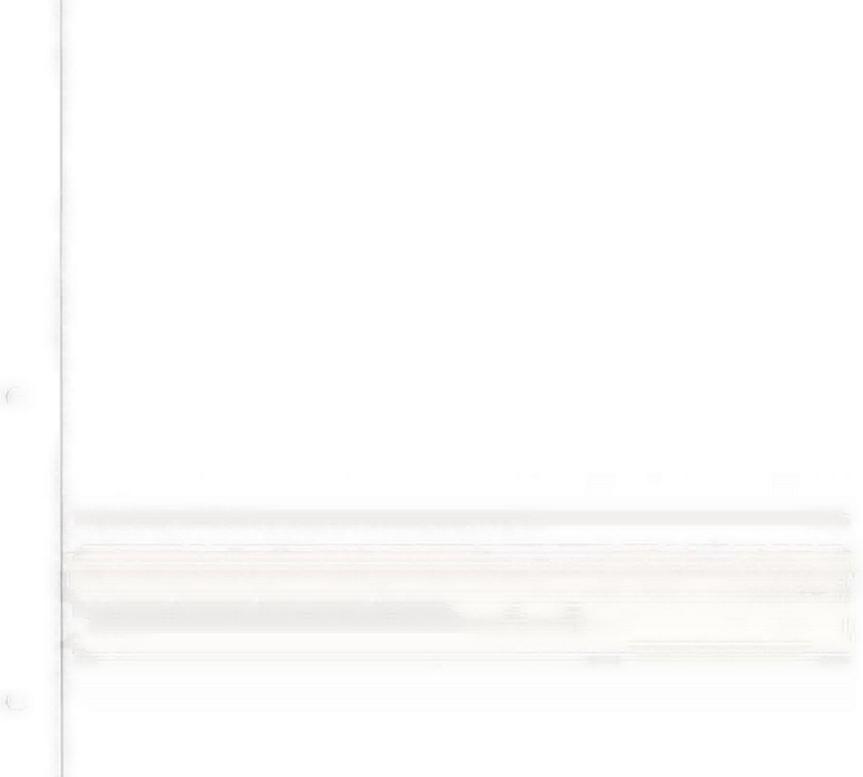
I have yet to reflect fully as to whether this will be a blessing or a curse in practice but it should be a good development for us, provided we manage our input carefully enough

This for your info

David

David Mackle
Marine Biopolymers Ltd
+44 1292 520850/-





A2529262.



CLAIM FORM - CAPITAL PROJECTS ONLY

Client:	Marine Biopolymers Limited
Address:	
Post Code	
Project de	scription: Preparations for the Establishment of Alginate Factory and Laboratory in Argyll
(FOR OFF	FICE USE ONLY)

A. Project Progress Report

HMS Approval Reference No:

Please provide a brief report on the progress of your project, including the estimated completion date, and progress towards achieving the impacts or results you expected the project to generate when you applied for HIE Financial Assistance - these will have been listed on the letter confirming that your application was approved. If in doubt, please ask the member of staff dealing with your case for help.

(continue on separate sheet if necessary)

Work on the project has proceeded as planned in the 2+ months period covered by this claim.

The two overarching priorities of the project relate to the company obtaining Building Warrant approval in respect of locating its Alginate plant within Building I on the MRC site at Barcaldine, and obtaining conditional consent from SEPA in terms of being allowed to operate the aforementioned plant.

Although specific accredited and trained professionals have been employed by MBL in the past months (Architect, QS and Structural Engineer), it has also used experienced sole trader consultants with knowledge of both the Barcaldine site and seaweed processing to produce Alginate. They have concentrated on relevant preparatory and baseline work in respect of the building/site, as well as defining in detail what the plant operating demands will be (e.g. Electrical Loading) and have also identified where any "skeletons in the cupboard" exist as regards the building/site and particularly the state of its current and existing infrastructure. In addition the company has put its overall Project Plan in motion and has been utilising Project Management skills to keep this up to date.

Similar but different work has taken place on the environmental side of the project (SEPA related) including liaising with SEPA to confirm which regulations will apply to the MBL Alginate operations, and analysis of both solid (seaweed) and liquid effluent samples in order to be able to provide required data for the SEPA formal application.

July 2011

Page 1 of 6

Key goals achieved in the period have been:

Development of a detailed baseline assessment of the Barcaldine site/building to be used by MBL.

Utilisation and real time maintenance of the overall Alginate Project Plan.

Submission of Building Warrant form (by the company's retained architects) to Argyll & Bute Council.

Amassing of relevant data and draft filling in of a formal Operational Consent application for SEPA (to be submitted in next months).

David Mackie December 2nd 2015

Expected impacts

Actual results



CLAIM DECLARATION

- 1. I, <u>David Mackie</u>, on behalf of <u>Marine Biopolymers Limited</u>, certify that the particulars given on the invoice schedule* and claim are correct;
- No other claim for grant aid from any other Public Sector source has been or will be submitted in respect of the cost of any item towards which Network assistance is being sought in this claim, other than those already disclosed to HIE;
- 3.* All costs in respect of which HIE assistance is claimed have been incurred and paid in full by me/us*, apart from those costs which have been previously agreed with HIE;
- The amounts of expenditure in this claim are stated after the deduction of all discounts, trade-in and other allowances obtainable from the contractor or supplier and excludes credit charges and VAT (where recoverable);
- 5.* The expenditure shown in the invoice listing has been incurred solely in respect of materials, work done, services provided or items purchased in connection with my/our project for which HIE/Area Offices has offered financial assistance;
- 6. I/we* understand that any payment shall be liable for repayment where I/we* have failed to comply with the conditions of the Undertaking/Offer* and/or* the work is not completed satisfactorily within the period specified in the Undertaking/Offer*, or where it appears that any false or misleading statement has been made by me/us* in connection with either the application for assistance or any claim for payment;
- I confirm that I/we will retain all invoices and receipts for this project for the duration of the grant obligation period (which is normally five years from the date of the last release of HIE assistance for Large Firms and 3 years for Small or Medium Enterprises).
- FIRST CLAIM ONLY I confirm that my/our bank address and details are as undernoted: SUBSEQUENT CLAIMS I confirm that my/our bank details and address remain unchanged from previously notified.

Account Number		Account Name MARINE BIOPOLYMERS LTD
Sort Code		Bank Name
Bank Address	14	

(* delete as appropriate)

Claims must be signed by:

In a firm by the proprietor or a partner;

In a company by a director or the secretary;

In any other organisation by the chairman, secretary or treasurer.

Individual applicant

Signature:		Date: 03/12/2015
Designation:	DIRECTOR:	

July 2011

Page 6 of 6

From:	
Cont.	

Douglas Macinnes

Sent: To:

11 August 2015 15:32

Cc:

david@marinebiopolymers.com;

Subject: Attachments: Loan Signatures EPSON001.JPG

Thank you for the form which David and I have filled in hopefully to your satisfaction. The witness signature is attached and I have signed on behalf of MBL.

Our meeting yesterday was productive and would be happy to appraise you of developments with MBL and progress towards our goals.

I will send a separate e-mail of the time plan for Tranche 1.

I am sending this from my address as I am having problems with my MBL address.

Kindest regards

Douglas

1



AZ474294

Higl	hlands and Islan	ds Enterprise	e - Applic	ation	or HIE Assistan	ce
Name* Marii Address*	("the Applicant") ne Biopolymers I to		Principal Cor Contact Name* Address			
	Fax No Mobile Company VAT Reg		Town* Post Code* Duration* Date of Birth*	1	ss greater than 3 years Tel No*	
Company No SC30		nd Addresses (or i			tural product manufactu	ring
Name Address Town		HAK	Name: Address: Fown:	THE COLUMN TO		
Provious De Mini	Date of Birth:	TO SERVICE AND ADDRESS OF THE PARTY OF THE P	Post Code:	he last 3	Date of Birtl	11:
		Separate page. Ac Other public	d total of HIE	Other su Date	poort here with date of la Tota	ast occurrence.
Project Location*	Oban	ablishment of Algin	iale raciory d	lilu Labor	Project Post Code*	
Project Costs Working Capital	£500,000	Funding Details Other Private Finance			blied for) HIE Funding (ex. IRG)	£100,000
	2			2		£
-	£			2	•	2
Non-assisted costs	3 3	*Private T		2 00,000	*Public Total	£ £100,000
Total Costs:	£500,000	riivate i	Olai £4	00,000	Total Funding	£ 500,000
including carryin confirm that to the undertake to not agree that the insuccessful, to indo not wish to be confirm that I/W understand that require me/us to Accept that the	ig out checks with a regis ne best of my/our knowle tify any changes in circur formation provided in thi form me/us of relevant of e contacted for this purp e have read the Data Pro this Application does no o complete a formal unde Grantor expressly exclud	stered credit refered adge and belief the mstances relating to is Application may lepportunities, developed to the constitute an offerentating to the Grandes any obligation of the constitute of of the consti	nce agency, information g to the Applicate be used by the opments and annexed to the of assistance of confidential	iven in thi nt and/or e Grantor events in is applica e and that	in connection with this A s Application is correct a project, as specified in th , whether or not the App the future. Please check tion and accept its terms an approval of this Appl at in terms of the Freedo	ind I/We is application, lication is k this box if you ication will still
					n provided by the Applica	
Signature	nture/s: [individual OR au	tnorised signatory]	Signature	s/s signati	ure/s (include full name a	na address)
Print Full Name	5 1. A		Print Full Na	amo E		
Office Held	Director A. M	ACTINGS.	Address	arne		
Date	11 08 2015					
Signature			Signature			
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Print Full Name Office Held			Print Full Na Address	ame _		- :-
Date neid		70 70 70 70 70 70 70 70 70 70 70 70 70 7	Addiess			
N.B. This Application or undertaking incom	porating applicable terms a		antor at its disc	retion and	signing by the Applicant of	a formal contract
For Office Use Or	The state of the s	FORMAN				
HA Form	Ref. No. 9353030	EDRMS No.		expected	date of Completion 31	/03/2016

Client Engagement Form

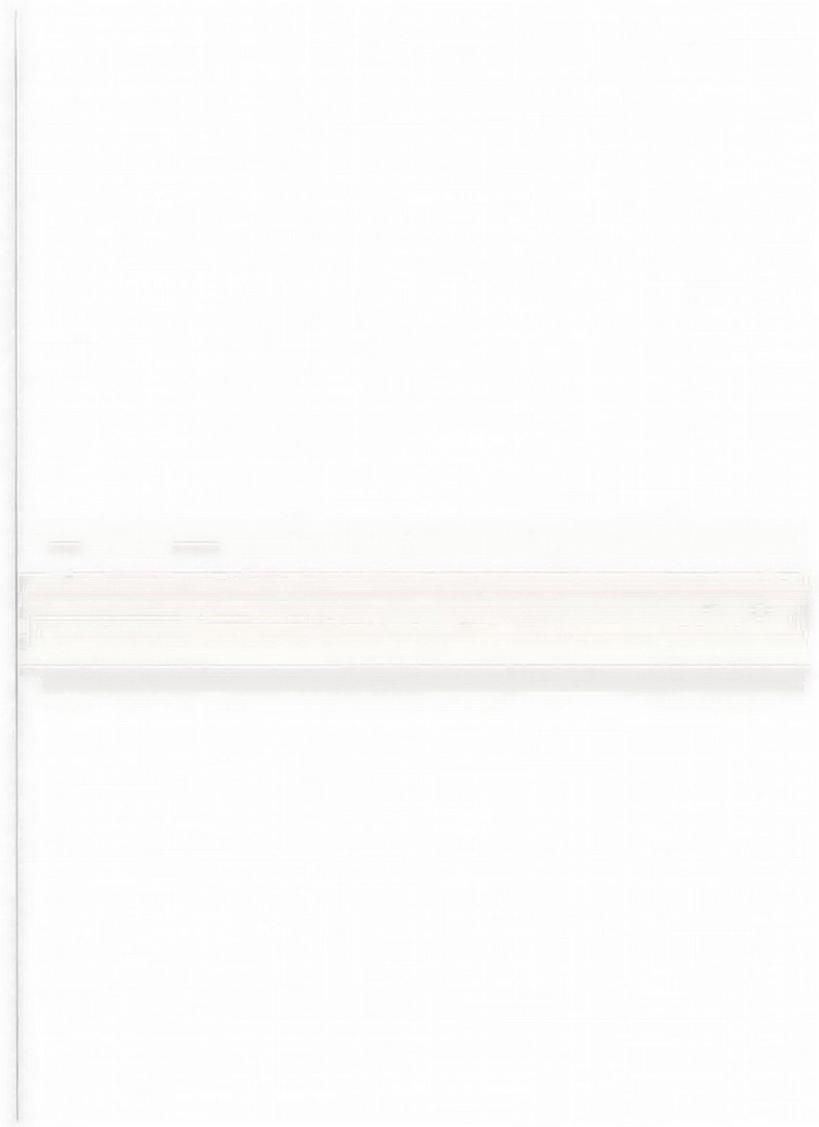
HIE

Highlands and Islands Enterprise Verification of Details Held By H.IEE.

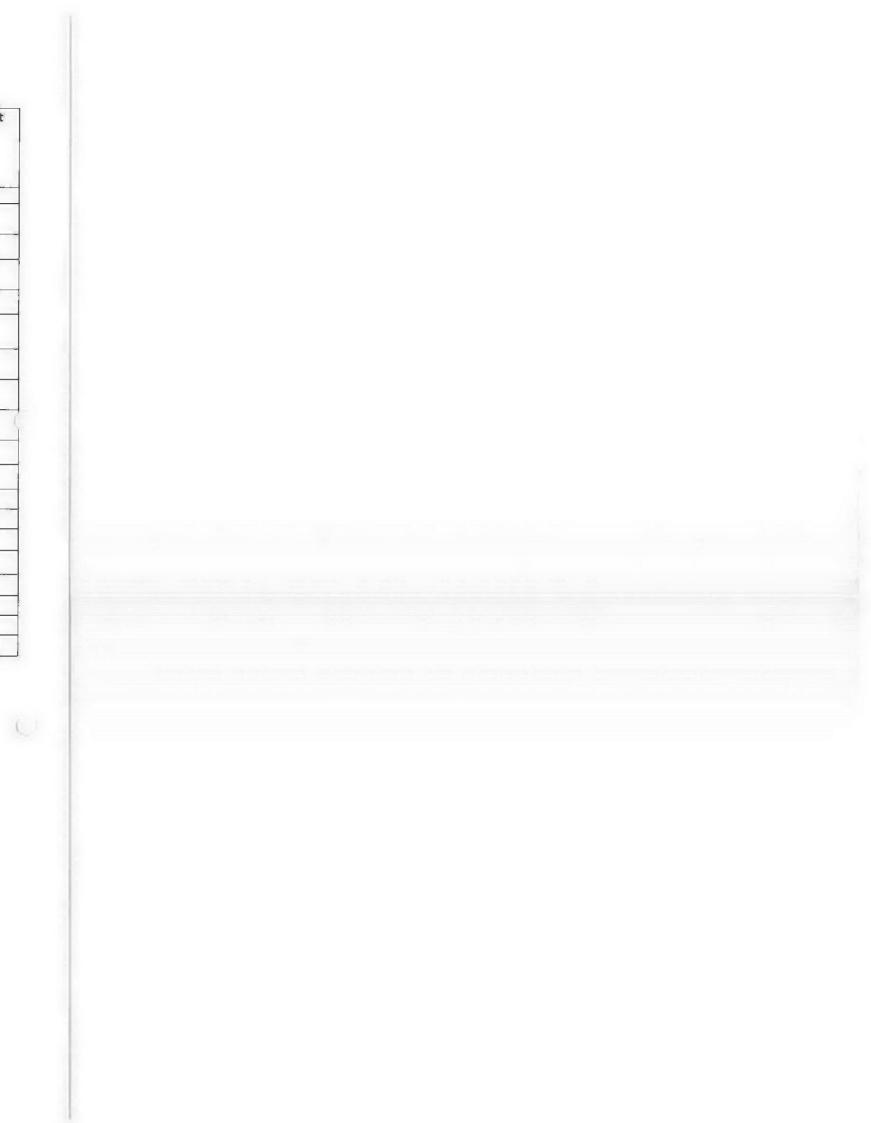
Below is information currently held by H.I.E. about Marine Biopolymers Ltd, Please take a few moments to check that these details are correct, noting any corrections or amendments necessary in the Right Hand Column.

Details Held Corrections / Amendment For Return to HIE

Client Details	Client Details
lient vame: Marine Biopolymers Ltd ddress Line 1 ddress ity ounty ountry Post ccep ompany ompany)de radi Mailings	
Email david@marinebiopolymers.com Website As	cc ilas re manne soumed
Prima Contact	Prima Contact
ull Name Mr David Mackie Email david@marinebio 01 mers.com	4r Dounlas 1
Phone	Phone
ain: Direct: rima	
Client Profile	Client Profile
lient Type Limited Company ompany Number SC367807 .A.T. Registered Yes o of Employees	ommunity, Community Interest Company ,Company imited by guarantee, Constituted Community Group, ndividual, Legal Partnership, Limited Company, imited Liability Partnership (LLP), Other, Scottish haritable



	Incorporated Organisation, Sole Trader , rust Unconstituted Communi Grou
	elect Legal Entity from above:
	es No Intends to
Standard Industrial Codes	Standard Industrial Codes
Manf - Other non-metallic IC Level 1 mineral products IC Level 2 IC Level 3 IC Level 4	
Tradin Geo ra hies	Tradin Geo ra hies
1:	mericas (Yes) No
	sia Pacific es No
	Euro e Ys / No
	K Outwith Scotland Yes No
Potential Tradin Ge ra h	Potential Tradin Ge ra h
: UK (Outwith Scotland)	mericas e No
	ia Pacific / No
	Euro e e / No
	K Ouwvith Scotland No





Contact:	
E-mail:	nient.co.uk

Our Ref: Date: 23 December 2015



Dear Mr MacInnes

Alginate Factory & Laboratory Preparations

Please find enclosed the original documentation which you submitted in respect of the above. All vouchers (invoices, receipts and bank statements) related to the project should be retained until the end of the grant obligation period. They may be requested as part of a random audit check.

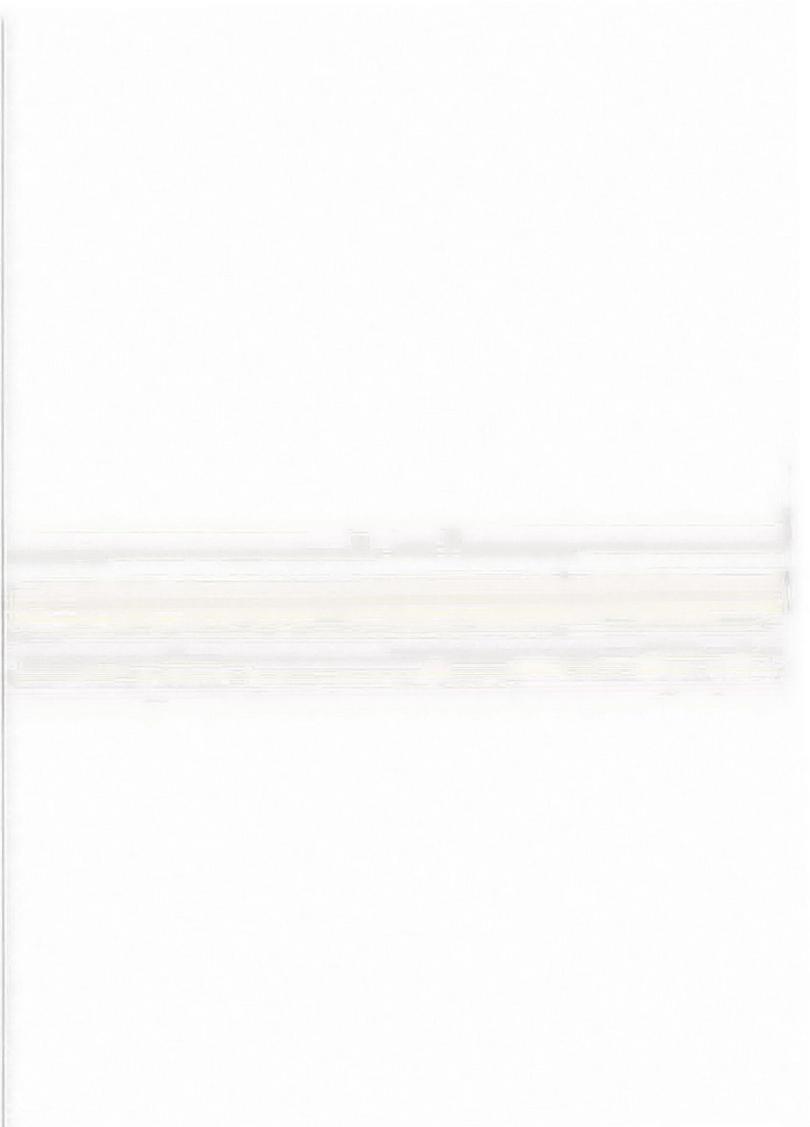
A payment of £35,509 will be forwarded to your bank account in due course.

The balance of the grant stands at £64,491. Further payment will be considered on completion and submission of the enclosed claim form in the envelope provided. All claims should be submitted in accordance with the agreed timescales detailed in the legal undertaking.

Please note that claims are being handled by the Finance Team based in Benbecula. Any queries relating to this project should, in the first instance, be directed to your Account Manager in Argyll.

Yours sincerely

Fiona Beaton Argyll Claims Unit





CLAIM FORM - CAPITAL PROJECTS ONLY

member of staff dealing with your case for help.

(continue on separate sheet if necessary)

Client:	Marine Biopolymers Limited	
Address:		
Post Code		
Project de	escription: Preparations for the Establishment of Argyll	Alginate Factory and Labor

project to generate when you applied for HIE Financial Assistance - these will have been listed on the letter confirming that your application was approved. If in doubt, please ask the

Work on the project has proceeded as planned in the 2+ months period covered by this

The two overarching priorities of the project relate to the company obtaining Building Warrant approval in respect of locating its Alginate plant within Building 1 on the MRC site at Barcaldine, and obtaining conditional consent from SEPA in terms of being allowed to operate the aforementioned plant.

Tied in to this is also the physical equipment and layout of it that will be used for the Alginate production – this has implications for both the Council awarded Building Warrant (factors such as cumulative equipment noise) and the SEPA granted Operational Consent (equipment position relative to drainage system from the plant outwards) – and over the claim period, significant background work has been carried out in this area. This has substantially been carried out by the experienced sole trader consultants that MBL is using in this project

The work in relation to the applied for Building Warrant has progressed from what the Council calls Stage 1 to Stage 2 (and Stage 3 is already well under way). Essentially this means more and more detailed information in terms of layout, electrical infrastructure and water/drainage infrastructure (normally known as M & E), and a succession of drawings has been developed with the input of the Architect, QS and Structural Engineer being used by the company

Work has also continued apace on the Environmental side of the project, with a first emphasis on defining and confirming a drains infrastructure on the site, being followed by extensive drafting work on the required formal SEPA Consent Application

July 2011

Page 1 of 5

RECEIVED

0 8 FEB 2016

HIE PATA CENTRE

In respect of the drains infrastructure, unforeseen (at the start of the project) investigative work was required to confirm the existence or otherwise of a functioning on-site drainage system needed to carry liquid stream away from the process through to discharge into Loch Creran; it was confirmed that such infrastructure exists but is currently not fully functioning, having been damaged in recent years by the current site owner, and this will require some repair before operations can begin in practice

Key goals achieved in the period have been:

Progression of work in terms of the stages for the Building Warrant

Amassing of operating information on all significant equipment to be used in the plant, including Noise levels (this was done for all equipment in duplicate and/or triplicate)

Confirmation of the MBL "boundary" on the site and agreement of this with SEPA

Confirmation of the existence of a contiguous water/drainage system on site, enabling water flows in and liquid effluent discharges out into Loch Creran (and also an assessment of the current state of that system and the degree to which future renovation will be required)

Drafting of the formal SEPA Operational Consent application (work still in progress)

David Mackie February 5th 2016

Expected impacts

Actual results



CLAIM DECLARATION

- 1. I, David Mackie, on behalf of Marine Biopolymers Limited, certify that the particulars given on the invoice schedule* and claim are correct;
- 2. No other claim for grant aid from any other Public Sector source has been or will be submitted in respect of the cost of any item towards which Network assistance is being sought in this claim, other than those already disclosed to HIE;
- 3.* All costs in respect of which HIE assistance is claimed have been incurred and paid in full by me/us*, apart from those costs which have been previously agreed with HIE;
- 4. The amounts of expenditure in this claim are stated after the deduction of all discounts, trade-in and other allowances obtainable from the contractor or supplier and excludes credit charges and VAT (where recoverable);
- 5.* The expenditure shown in the invoice listing has been incurred solely in respect of materials, work done, services provided or items purchased in connection with my/our project for which HIE/Area Offices has offered financial assistance;
- 6. I/we* understand that any payment shall be liable for repayment where I/we* have failed to comply with the conditions of the Undertaking/Offer* and/or* the work is not completed satisfactorily within the period specified in the Undertaking/Offer*, or where it appears that any false or misleading statement has been made by me/us* in connection with either the application for assistance or any claim for payment;
- 7. I confirm that I/we will retain all invoices and receipts for this project for the duration of the grant obligation period (which is normally five years from the date of the last release of HIE assistance for Large Firms and 3 years for Small or Medium Enterprises).
- 8. FIRST CLAIM ONLY I confirm that my/our bank address and details are as undernoted: SUBSEQUENT CLAIMS I confirm that my/our bank details and address remain unchanged from previously notified.

Account Number	Account Name MARINE BIOPOLYMERS LTD
Sort Code	Bank Name
Bank Address	

(* delete as appropriate)

Claims	must	be	signed	by

- In a firm by the proprietor or a partner;
- In a company by a director or the secretary:

In		organisation by the chairman,		
Signat	ture:		Date:	05/02/2016
Desig	nation:	_Director		

A315 2234 A2608474



CLAIM FORM - CAPITAL PROJECTS ONLY

Client:	Marine Biopolymers Limited	
Address:		
Post Cod	e.	
Project d	escription: Preparations for the E	Establishment of Alginate Factory and Laboratory in
	FICE USE ONLY)	RECEIVED
HMS App	proval Reference No	1 1 APR 2015
A Proje	of Progress Panort	HIE DATA CENTRE

Please provide a brief report on the progress of your project, including the estimated completion date, and progress towards achieving the impacts or results you expected the project to generate when you applied for HIE Financial Assistance - these will have been listed on the letter confirming that your application was approved. If in doubt, please ask the member of staff dealing with your case for help. (continue on separate sheet if necessary)

Work has continued in the 2 main areas of the project over the past 6-8 weeks (since the submission of Claim #2)

Building Warrant in relation to MRC Building 1 - we have completed Stages 1 & 2 of a 4 stage process, and emphasis has been and is continuing, on preparatory work for Stage 3 which is where the Building Warrant process becomes more detailed in terms of the mechanical and electrical aspects and the specific location centres details (each "centre" is a part of our process e.g. Separation and will have specific services and cabling etc needs)

Proceeding through Stages 3 & 4 will take some further months whilst the extensive necessary detail is provided, and there is also a partial tie-in to the SEPA application below in that some of the data relating to that will be used in the Building Warrant

To date no concerns have been raised by A&B Council in respect of the BW application

SEPA Part A PPC Application - we are still waiting on two pieces of data/information in respect of this - relevant work is being carried out by SAMS (heavy metal analysis and effluent dispersion modelling) - but aside from that we now have a completed Draft (plus Appendices) of our Part A Application. Hence we are now near the point at which we can make our formal application to SEPA for the Barcaldine based Alginate plant

We have liaised regularly with SEPA during our preparation work, and it has raised no fundamental objections to our plans for the operation of an Alginate plant (with associated discharges)

July 2011

Page 1 of 5

David Mackie	
April 6 th 2016	
Expected impacts	 Actual results

r ti

(

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July 2011



CLAIM DECLARATION

- 1. I, <u>David Mackie</u>, on behalf of <u>Marine Biopolymers Limited</u>, certify that the particulars given on the invoice schedule* and claim are correct;
- No other claim for grant aid from any other Public Sector source has been or will be submitted in respect of the cost of any item towards which Network assistance is being sought in this claim, other than those already disclosed to HIE;
- 3.* All costs in respect of which HIE assistance is claimed have been incurred and paid in full by me/us*, apart from those costs which have been previously agreed with HIE;
- The amounts of expenditure in this claim are stated after the deduction of all discounts, trade-in and other allowances obtainable from the contractor or supplier and excludes credit charges and VAT (where recoverable);
- 5.* The expenditure shown in the invoice listing has been incurred solely in respect of materials, work done, services provided or items purchased in connection with my/our project for which HIE/Area Offices has offered financial assistance;
- 6. I/we* understand that any payment shall be liable for repayment where I/we* have falled to comply with the conditions of the Undertaking/Offer* and/or* the work is not completed satisfactorily within the period specified in the Undertaking/Offer*, or where it appears that any false or misleading statement has been made by me/us* in connection with either the application for assistance or any claim for payment;
- I confirm that I/we will retain all invoices and receipts for this project for the duration of the grant obligation period (which is normally five years from the date of the last release of HIE assistance for Large Firms and 3 years for Small or Medium Enterprises).
- FIRST CLAIM ONLY I confirm that my/our bank address and details are as undernoted: SUBSEQUENT CLAIMS I confirm that my/our bank details and address remain unchanged from previously notified.

Account Number	Account Name MARINE BIOPOLYMERS LTD
Sort Code	Bank Name
Bank Address	AYR CHIEF OFFICE, 30 SANDGATE, AYR, KA7 1BY
 In a company by a 	prietor or a partner; director or the secretary; isation by the chairman, secretary or treasurer.
Signature:	Date: 06/04/2016



can

-	LANSELE .		
- 15	She Said	b PP	90
	2 S	P S S	1:

Douglas A Macinnes <douglas@marinebiopolymers.com>

Sent:

23 May 2018 10:25 Karen Skene

To: Subject:

RE: data

Good morning Karen

Can they please send them to

and to win zip any shape files to reduce their size to allow

passage through IT filters

Kindest regards

Dougie

From: Karen Skene <karen.skene@hient.co.uk>

Sent: 22 May 2018 16:51

To: 'Douglas Macinnes' (douglas@marinebiopolymers.com) <douglas@marinebiopolymers.com>

Subject: data

Hi Dougie,

They have assured me I will get the data tomorrow. If you give me the address of who to send it to at

send it direct to you both when I get it.

Thanks Karen

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A3153421

From: Douglas A Macinnes <douglas@marinebiopolymers.com>

Sent: 23 May 2018 14:34

To: Karen Skene

Subject: RE: kelp maps

Karen thank you for your intervention on MBL's behalf we are very keen to get to the next stage with

Kindest regards

Dougie

From:

Sent: 23 May 2018 14:28

To: Karen Skene <karen.skene@hient.co.uk>

Cc: 'Douglas Macinnes' (douglas@marinebiopolymers.com) <douglas@marinebiopolymers.com>

Subject: RE: kelp maps

(aren

Thanks very much. We have bene able to access the data and download it. All looks to be in order.

Regards

From: Karen Skene [mailto:karen.skene@hient.co.uk]

Sent: 23 May 2018 13:02

To:

Cc: 'Douglas Macinnes' (douglas@marinebiopolymers.com) <douglas@marinebiopolymers.com>

Subject: FW: kelp maps

Hi

Please find below the link to the kelp atlas data. Please reference the data as described below.

Many thanks

Karen

The link below should let you download a folder with four geotiffs that contain the predicted biomass layers for each of the kelp species we investigated.

Any problems in downloading them, please let me know.

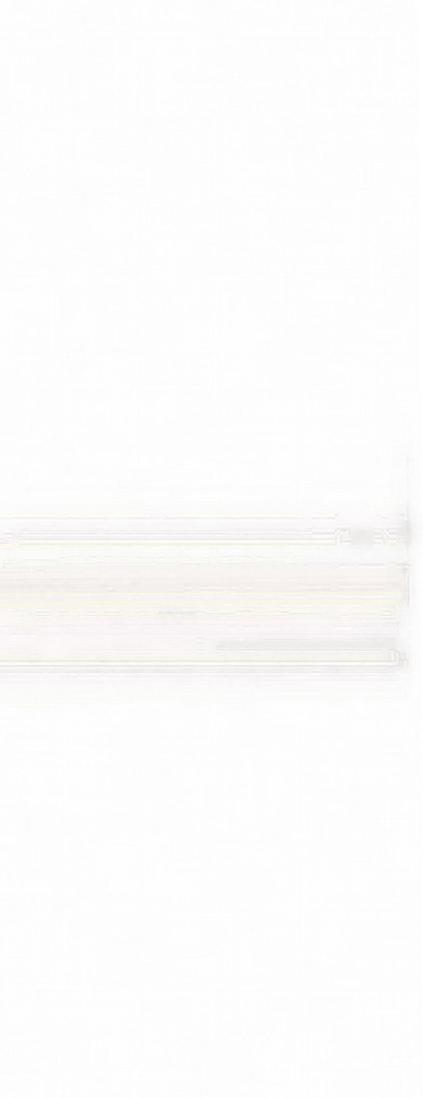
https://scottishmarineinstitute-

my.sharepoint.com/:u:/g/personal/sa02ca_sams_ac_uk/EW5SHMBWsk5Dmw_MfAULHOIB4dVcuig8A5thurNh-CLaYw?e=gbgcQl

Could you please pass on the requirement that the source of the files needs to be acknowledged if they are used – i.e. the WildWeed report citation:

Burrows M.T., Fox, C.J., Moore, P., Smale, D., Sotheran, I., Benson, A., Greenhill, L., Martino, S., Parker, A., Thompson, E., Allen, C.J. (2018) Wild Seaweed Harvesting as a Diversification Opportunity for Fishermen. A report by SRSL for HIE, pp. 171

1



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Click <u>here</u> to get our quarterly e-zine newsletter direct to your inbox

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43153422

From: Douglas A Macinnes <douglas@marinebiopolymers.com>

Sent: 02 May 2018 09:45

To: Karen Skene

Cc: James Cameron

Subject: RE: Seaweed report

Karen thank you for the copy of the report we will study the contents and comment once we have had a chance to digest on the content and the implications for SSIA and MBL in particular.

Kindest regards

Douglas



Douglas A Macinnes

Executive Director

Tel +44(0)1292262680



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From: Karen Skene <karen.skene@hient.co.uk>

Sent: 02 May 2018 09:16

-

Cc: James Cameron < james.cameron@hient.co.uk>; 'Douglas Macinnes' (douglas@marinebiopolymers.com)

<douglas@marinebiopolymers.com>

Subject: RE: Seaweed report

Hi

Please find below links to the report.

Report

https://scottishmarineinstitute-my.sharepoint.com/:b:/g/personal/sa02ca_sams_ac_uk/EVjilbZBNwhPjMy6CuMag-IBJOuwX7xGdkEWvmdiCME4dQ?e=DyE4Kg

Kelp Atlas

https://scottishmarineinstitute-

my.sharepoint.com/:u:/g/personal/sa02ca sams ac uk/ESt0nElhg5ZGkjFeYQ6hEDwBLcZ3wLlyC1OJ10Hl45rzSA?e=k HdBle

Thanks

Karen



From: James Cameron

Sent: 01 May 2018 18:33

To: Karen Skene < karen.skene@hient.co.uk >

Cc: Subject: Seaweed report

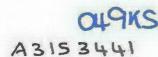
Hi Karen,

Can you please send the above report to

- above address

Thanks James

Get Outlook for Android



F	r	OI	m	

Karen Skene

Sent:

11 September 2018 17:18

To: Ce: James Cameron:

Subject:

Re: MBL - statement issued to MSPs

Hi David,

Thanks for sharing this with us.

Best Karen

Get Outlook for Android

From: DAVID MACKIE12

Sent: Tuesday, September 11, 2018 5:02:35 PM

To: James Cameron; Karen Skene

Co

Subject: MBL - statement issued to MSPs

Dear James/Karen

As you will be aware, MBL submitted a scoping proposal to to harvest kelp off the west coast. It has since been attacked by a campaign group opposed to our plan. We have maintained our silence until now but have decided that we can no longer allow the misinformation and misrepresentation of our plan to go unchallenged. Consequently we are issuing the attached statement to Highland and Island MSPs today.

I wanted to share it with you so that you are aware of it. Please share within your organisation as you wish.

Best regards

David

David Mackie

Marine Biopolymers Ltd

+44 1292 262680/+



Statement to MSPs: Marine Biopolymers (MBL) proposal to harvest "kelp" on the west coast.

In July, MBL submitted a "Scoping Report" to as a pre-planning stage in the process for obtaining a marine licence. This stage is intended to identify those environmental issues that MBL should address in an Environmental Report that will accompany its subsequent licence application. In addition to that, MBL will conduct extensive consultation on its plan with regulators, councils, communities and many other interested groups.

You may already be aware of MBL's proposal as a result of media coverage and/or contact from constituents prompted by a group that is lobbying Government to pre-emptively ban MBL's proposal before it is even considered. It is creating alarm in local communities by painting an extreme picture of environmental damage based on misunderstanding, emotional arguments and misrepresentation of MBL's proposal (and of MBL itself).

In these circumstances, MBL has decided to correct some of this misinformation now rather than wait for the Environmental Report and consultation process to address it.

MBL is a Scottish SME, built over the past 8 years by Scottish scientists and engineers with long experience in extracting high value products from seaweed. Its goal is to restart an industry that Scotland lost 10 years ago after decades of global leadership. MBL is not "a large chemical company", nor is it "already harvesting seaweed in Norway", nor is it "a massive dredging company", just some of the comments used to encourage opposition to MBL.

MBL plans to build a "marine biorefinery", making several high value products (biopolymers) from kelp for applications in medicine and food. It will create 40+ high quality jobs at its biorefinery in Mallaig and its kelp supply chain, providing a substantial boost to the local economy.

MBL will use only one particular type of kelp as it is the <u>only</u> source of its key product. Many of the statements, comments and photographs used to generate alarm about MBL's plan are based on other kelp types and are not relevant to MBL.

Claims that MBL could "farm" this kelp are incorrect; this is not possible for environmental, economic and technical reasons and this suggested alternative is an illusion. The only way that this particular kelp can be sustainably harvested on a commercial scale is to do it mechanically.

MBL will grow its harvesting activity over several years to reach 30,000 tonnes, representing only 0.15% of Scotland's naturally regenerating 20 million tonnes stock of this kelp. Nature removes 100 times more than MBL without creating any significant problems...and Norway has sustainably harvested 5-6 times more than MBL each year for over 50 years. Claims that the kelp will not regrow after MBL harvesting are simply wrong.

MBL has spent years developing its harvesting plan, taking advice from many seaweed science experts and regulators and it is confident that its plan is sustainable and will not affect other users of the sea, including fishermen. As MBL will build slowly and be very extensively monitored, regulators will also be able to modify MBL's activity if appropriate.

Scotland's Highlands need sustainable economic development and MBL can contribute to this by adding value to a natural resource we have in abundance. The demand that this opportunity should be banned is ill-informed and should be rejected; instead, Scotland's regulators should be allowed to do their job by evaluating MBL's application based on facts, sound science and rational judgment.



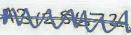
A3153449

From:	Douglas A Macinnes <douglas@marinebiopolymers.com></douglas@marinebiopolymers.com>
Sent:	18 May 2018 13:27
To:	Karen Skene
Subject:	Digital Info
Hi Karen could you (HIE)	please arrange with SSRL the availability of the digital layers.
This is the note sent by	this morning.
Dear Dougie	
available on	the digital data, just the PDF report with maps. The report says that the data will be made some point but I don't know when. We need HIE to ask SRSL to release us so we can work with them in our GIS system.
Regards	
	ery important meeting with
	plan to remove the biomass from.
Kindest regards	
Dougie	

1



612 OLT A315467





Contact: Date:

7 August 2018 01397 708259

Client Ref: Process ID: E-mail:

@hient.co.uk

Mr D MacInnes

Direct Dial:



Dear Douglas

Mallaig Bio Refinery - Pre set up costs

Thank you for your enquiry regarding financial assistance towards the above project. I can now confirm that your project appears to meet the basic requirements for eligibility for financial assistance. The eligible costs are:

- Environmental surveys
- Design of factory & planning fees
- Engineering design
- SEPA consent dispersion modelling

The maximum level of assistance is 50%.

This does not constitute approval of funding.

In order to assist with the commencement of our due diligence on your project, we will require the following supporting information:

- Written business plan and financial projections for the bio refinery
- Competitive quotations for the costs or the reason why the costs have not been tendered.
- An up to date breakdown of creditiors
- The latest set of management accounts for the business
- Formal confirmation of the funding

In addition I have also enclosed our grant claim guidelines so that you are aware of the claim process should your application be approved.

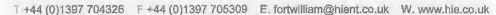
Upon receipt of this information, we will arrange for completion of a formal Application Form to let us formally consider HIE financial assistance towards your project.

It should be noted that all HIE financial assistance is discretionary and subject to appropriate due diligence and budgetary constraints.

Highlands and Islands Enterprise, St Mary's House, Gordon Square, Fort William, PH33 6DY Taigh Mhoire, Ceàrnan nan Gòrdanach, An Gearasdan, PH33 6DY





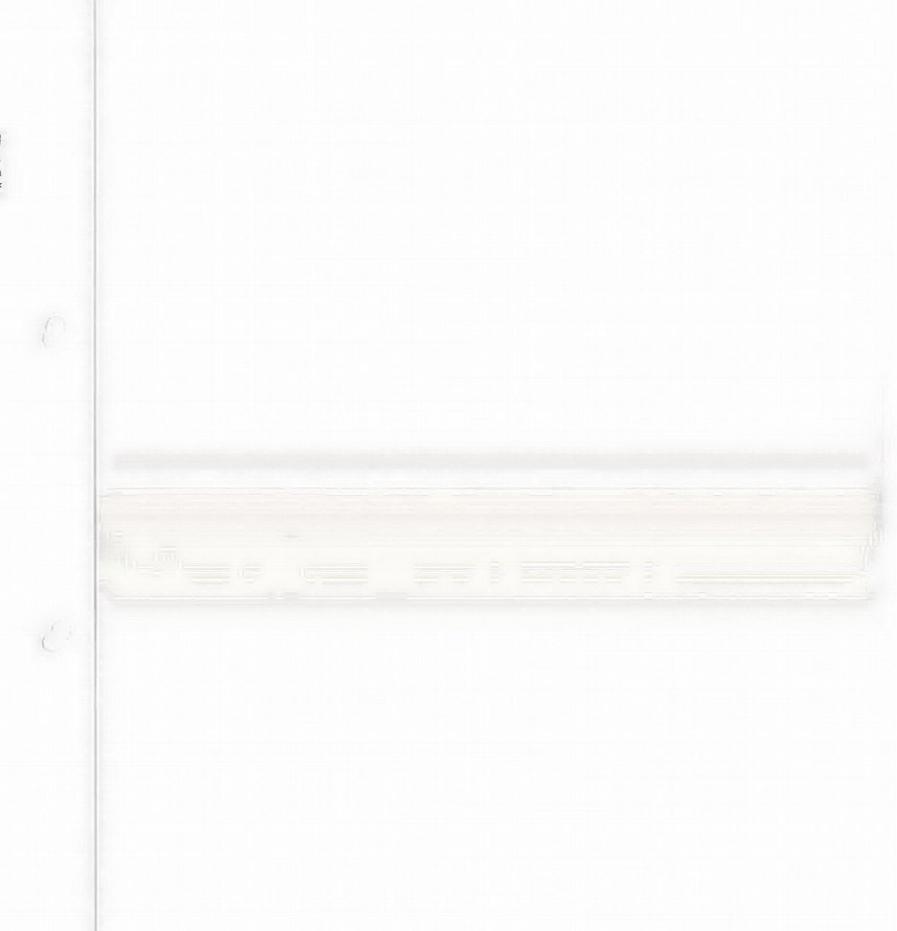




Should any work towards the implementation of the proposed project have been commenced prior to the date of this letter, then the whole project will be ineligible on timing grounds. Commencing work on the Project between now and the date of a decision on funding will be entirely at your own risk. Please liaise with Area Office staff for further guidance on this matter if required.

Yours sincerely

SENIOR DEVELOPMENT MANAGER





Guidance Notes for claiming HIE Financial Assistance Capital / Non Revenue Projects

These notes are to provide you with the following:

1. Information on the payment evidence that will be required if your application for HIE Financial Assistance is approved1;

Guidance when you are completing a Claim Form for previously approved HIE Financial Assistance. A Claim Form will be supplied to you after approval of your application. Claims can only be paid to a bank account in the name of the applicant.

	HIE Financial Assistance		
	Up to £25,000	Over £25,001	
Evidence required	Original invoices and receipts (which will be returned to you). Evidence for receipts Note: For invoices of £5,000 or less, official receipts from suppliers on head paper or bank statements are required as evidence of payment. For invoices of more than £5,000 official receipts from suppliers on headed paper are required Note: For self-build projects an independent accountant's certificate is required	Original invoices and receipts (which will be returned to you) or Independent accountant's certificate Evidence for receipts Note: For invoices of £5,000 or less, official receipts from suppliers on head paper or bank statements are required as evidence of payment. For invoices of more than £5,000 official receipts from suppliers on headed paper are required. Note: For building costs over £250,000 we require an independent surveyor's certificate confirming that the work has been carried out and the total costs are as specified. Note: For self-build projects an independent accountant's certificate is required	
Ori	ginal documents will be returned to you		

The supplier's name and address

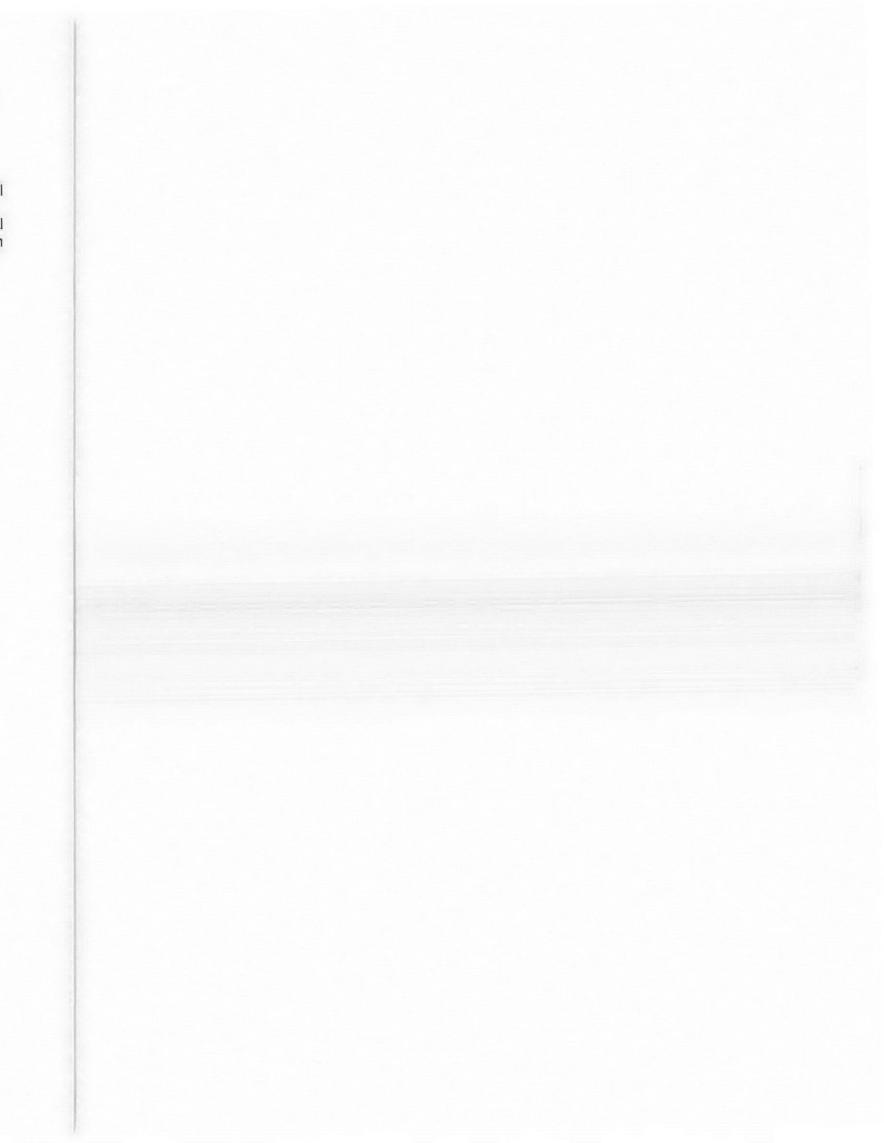
The customer's name and address (NB. The customer must be the applicant)
A description of the goods/services supplied, individually itemised

The date of supply

• The total amount due for payment by the customer, showing any discount given

VAT registration number and VAT charged

¹ You should not commit yourself to the costs involved in your project before confirming with the Area Office that your application is eligible for HIE Financial Assistance in case this makes the WHOLE project ineligible on timing grounds.



A3154696

Sent: 10 July 2018 14:05

To: 'douglas@marinebiopolymers.com' <douglas@marinebiopolymers.com>

; Alison Gainsford

<alison.Gainsford@hient.co.uk>; Melvyn Waumsley <melvyn.waumsley@hient.co.uk> Subject: State Aid classifications

Dear Douglas

As promised here is a link to the breakdown of the classifications. Once you identify chapter headings which might be of interest eg Chapter 30 Pharmaceutical Products then identify the chapter headings in the web link and see if

there are any products in the sub categories which fit with MBL's proposed products. The page to click on once you are in the web page is the first heading ie Council Regulation (EEC) No 2658/87 of 23 July 1087 on the tariff and statistical nomenclature and on the common customs tariff.

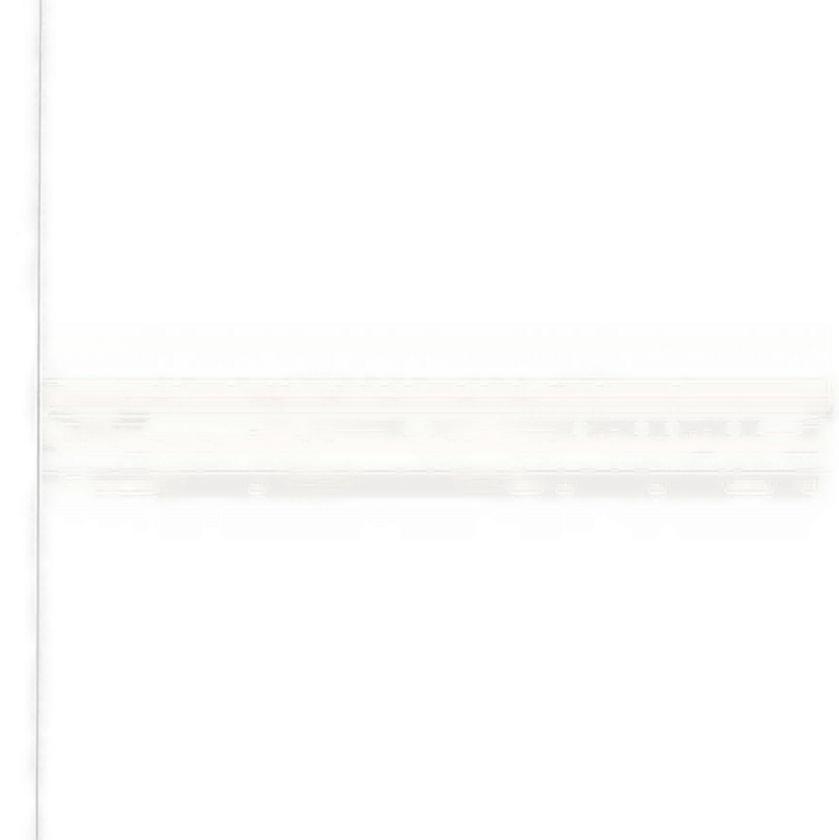
https://eur-

lex.europa.eu/search.html?DTN=2658&DTA=1987&qid=1530800342438&DB TYPE OF ACT=regulation&CASE LAW SUMMARY=false&DTS DOM=ALL&excConsLeg=true&typeOfActStatus=REGULATION&type=advanced&SUBDOM_I NIT=ALL ALL&DTS SUBDOM=ALL ALL

We have currently categorised the business as being in the Seaweed and Algae category which is Chapter 12 and this category falls under the Fisheries and Aquaculture rules.

Any problems then let me know.

Regards



Douglas A Macinnes <douglas@marinebiopolymers.com>

Sent:

03 July 2018 12:34

To: Cc:

Alison Gainsford;

Subject:

Sector classification

Good afternoon

Having just read the draft report of the audit report

MBL is in the Marine Biotechnology sector and is a key player in HIE's Marine Sector Plan under the MB category. The key pages are 28 to 33 of the Draft report. Please check this with Morven Cameron to confirm!

Kindest regards Douglas



Douglas A Macinnes

Executive Director Fel +44(0)1292262680

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Douglas A Macinnes <douglas@marinebiopolymers.com>

Sent:

21 June 2018 15:11

To:

davidmackie

Cc: Subject:

Accounts for MBL - transferred to EDRMS General File

Good afternoon

I will send you the information requested in two e-mails due to the size of the files.

The first e-mail is the attached accounts for the years 15,16,17 plus the draft for 2018

The narrative of the loans will follow Kindest regards Douglas



Douglas A Macinnes

Executive Director Tel +44(0)1292262680

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1



Sent:

07 August 2018 14:29

To: Cc: 'douglas@marinebiopolymers.com'

Subject:

Marine Biopolymers - pre start up costs for Mallaig Bio Refinery Claims guidance.doc; MBL pre start up costs eligiblilty letter.docx

Attachments:

Dear Douglas

I'm pleased to report that we've had approval to progress the recent enquiry to the due diligence stage. I'm therefore enclosing our formal eligibility letter which sets out the information required to take the case forward along with a claims guidance schedule.

If you have any queries on the above then I would be happy to help.

Regards

Senior Development Manager

T +44 (0)
DD +44 (0)
E @hient.co.uk
M +44 (0)

My normal hours are:









lands and Islands Enterprise

Control (September 2018)

Highlands and Islands Enterprise | Iomairt na Gàidhealtachd 's nan Eilean

Alexander Ross House, Achintore Road, Fort William PH33 6RQ









1



From:		Douglas A Macinnes <douglas@marinebiopolymers.com></douglas@marinebiopolymers.com>
Sent: Fo:		21 August 2018 14:11
ic:		
Subjec	:t:	RE: MBL reply to HIE
Good a	afternoon	
		t to provide the information
	available will send	
KR		
Dougla	as .	
From:		@hient.co.uk>
	21 August 2018 10:56 Juglas A Macinnes <doue< td=""><td>glas@marinebiopolymers.com></td></doue<>	glas@marinebiopolymers.com>
Te:	-Daniel Manuel	David Mackie
Subjec	t: RE: MBL reply to HIE	
Dougla	as	
Thanks	s for the email. Could yo	ou also send an up to date breakdown of loans and any other liabilities in the balance
Thanks	s	
Regard	ds	
		ailto:douglas@marinebiopolymers.com]
	20 August 2018 12:44	
To:	contraction of the American	'David Mackie'
	t: MBL reply to HIE	David Watrie
Good a	afternoon	
8	our phone call I plan to le docs	send you the requested information in a series of attachments – there maybe
		engineering design costs and updated Design of factory and planning fees which on
receip	t will send!	
We ha	ve sent copies of the loa	an agreements with JRS including the signed pages.
Reque	sted info	
•		lan and financial projections for the bio refinery- Sent
•		tions for the costs or the reason why the costs have not been tendered.
•	Narrative in progre	ss kdown of creditors - Sent
		anagement accounts for the business Sent

Once you have had a chance to review these documents and the ones still to send we will collate all the costs and seek approval to proceed!

If you require further clarity on the contents please advise.

I will be in Mallaig on Thursday 23rd and would be happy to drop in if required.

Kindest regards Douglas



Douglas A Macinnes

Executive Director Tel +44(0)1292262680

mTel +44(0)

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August 30th 2018

01292 262680

Highlands & Islands Enterprise Alexander Ross House Achintore Road Fort William PH33 6RQ

Ref: Potential Support Funding by HIE and Use of Funds by MBL

Dear

I refer to your telephone discussion of today with my colleague and fellow director, Douglas Macinnes

Concerning the current discussions with you on possible support funding for the Pre-implementation phase of our proposed Seaweed Bio-refinery, I am writing to confirm the following to you:

. The terms of any Funding Support awarded by HIE will be clearly spelt out by you, and we will fully respect those terms and conditions

• Our expectation at this time is that such funds would be intended solely for MBL's use of relevant professional services relating to our proposed bio-refinery

I trust that this letter provides you with the re-assurance you require on the specified and agreed areas for which funding support offered may be used, but should you require any further details on this matter from us, please don't hesitate to contact me

Yours sincerely,

David Mackie, Director



Contact: Directline: Jo Peteranna

Email:

01870 604 936 joanna.peteranna@hient.co.uk Our Ref: Date:

Your Ref:

Highlands and Islands Enterprise Iomairt na Gàidhealtachd 's nan Eilean

2009/00416 29 January 2013

David Mackie Marine Biopolymers Limited

Dear Mr Mackie

SUBJECT: New Business Start-up

I have pleasure in informing you that your application for financial assistance has been approved by Highlands and Islands Enterprise subject to the conditions contained in the enclosed Undertaking.

You will note that the Schedule at the end of the Undertaking gives details of the assistance which has been approved.

The Undertaking has important legal consequences and you may wish to discuss the contents with your solicitor. If the terms are acceptable, please execute the deed in accordance with the accompanying instructions and return it to HIE within 28 days otherwise the financial assistance may be withdrawn. A copy of the completed document will be sent to you for retention in due course.

Payment claim forms and guidance notes are enclosed; however should you have any further queries please do not hesitate to contact me.

Yours sincerely

Jo Peteranna

James Square, 9 James Street, Stornoway, Isle of Lewis HS1 2QN Scotland Ceàrnag Sheumais, 9 Sràid Sheumais, Steòrnabhagh, Eilean Leòdhais HS1 2QN Alba







Contact: Email: I Chient.co.uk Telephone: 01851707310

Ref. R&D Funding Support Date: 20th August 2012

David Mackie Marine Biopolymers Limited

Dear David

Thank you for your enquiry about financial assistance towards the research studies which will assist to progress with the development phase of the Marine Biopolymers Limited (MBL) Alginate project. Based on our initial review of the project and the information you have provided to date, including confirmation that any HIE grant funding which may be provided towards your project would be repayable, if the final implementation of the MBL project is not within the Highlands and Islands geographical area, I can now confirm that your project appears to meet the basic requirements for eligibility for financial assistance.

This does not constitute approval of funding.

In order to assist with the commencement of our due diligence on your project, we will require (as a minimum) the following additional information from you:

- 1. Confirmation of the other confirmed and pending sources of project funding.
- 2. An updated project delivery schedule.
- 3. The proposed procurement arrangements for the external feasibility studies.

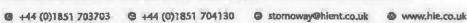
Upon receipt of this information, we will arrange for completion of a formal Application Form to let us formally consider HIE financial assistance towards your project.

It should be noted that all HIE financial assistance is discretionary and subject to appropriate due diligence and budgetary constraints.

Should any work towards the implementation of the proposed project have been commenced prior to the date of this letter, then the whole project will be ineligible on timing grounds. Commencing work on the Project between now and the date of a decision on funding will be entirely at your own risk. Please liaise with Area Office staff for further guidance on this matter if required.

Yours sincerely

James Square, 9 James Street, Stornoway, Isle of Lewis HS1 2QN Scotland Ceàrnag Sheumais, 9 Sràid Sheumais, Steòrnabhagh, Filean Leòdhais H51 2QN Alba











From:

Douglas A Macinnes <douglas@marinebiopolymers.com>

Sent:

17 August 2018 09:55

To: Cc:

Alison Gainsford

Subject:

RE: BBC Scotland News enquiry - advice on handling media interest

Hi

Thank you for this support and advice we will act on the suggestions and obtain costs and routes to do what is suggested.

Will be in touch soon with the information you have requested – business plans costs etc I am in Mallaig next Thursday meeting SEPA for a technical meeting prior to the planned surveys and data collection for effluent discharge.

Will be in touch soon! Kindest regards Douglas



Douglas A Macinnes

Executive Director

Tel +44(0)1292262680

mTel +44

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From:

@hient.co.uk>

Sent: 16 August 2018 12:45

To: Douglas A Macinnes <douglas@marinebiopolymers.com>

Cc: Ali

Alison Gainsford < Alison. Gainsford@hient.co.uk >

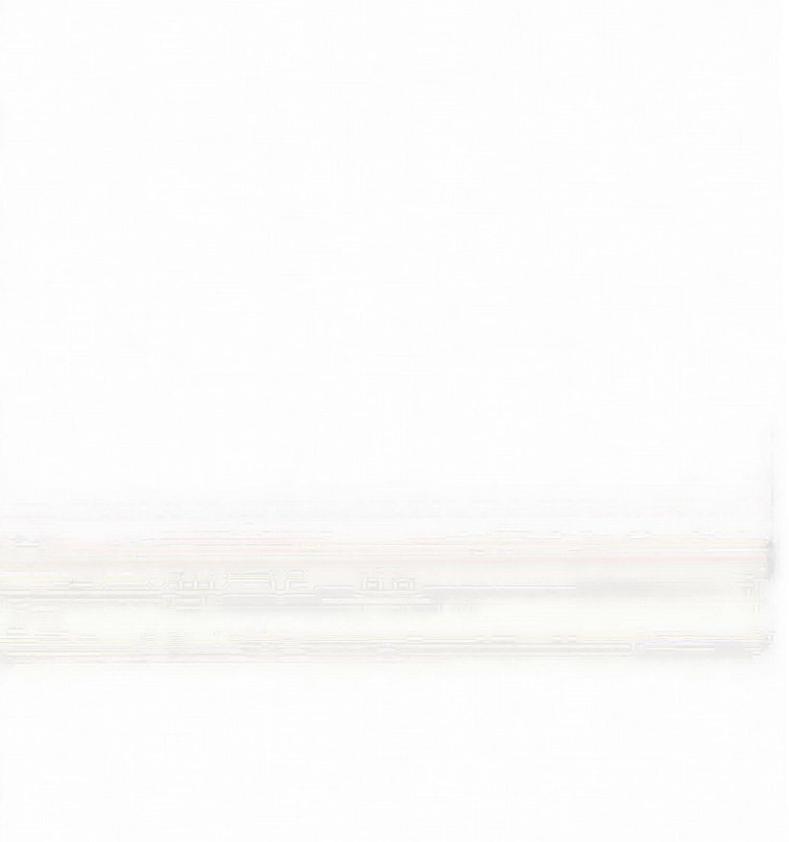
Subject: RE: BBC Scotland News enquiry - advice on handling media interest

Hello Douglas

We only have a small team to deal with our own media enquiries however I spoke with one of the team and they provided the following general advice. His feeling was that the MBL proposal will attract a fair degree of media attention so the company may need to engage a PR expert.

Hope this is of help.

Regards



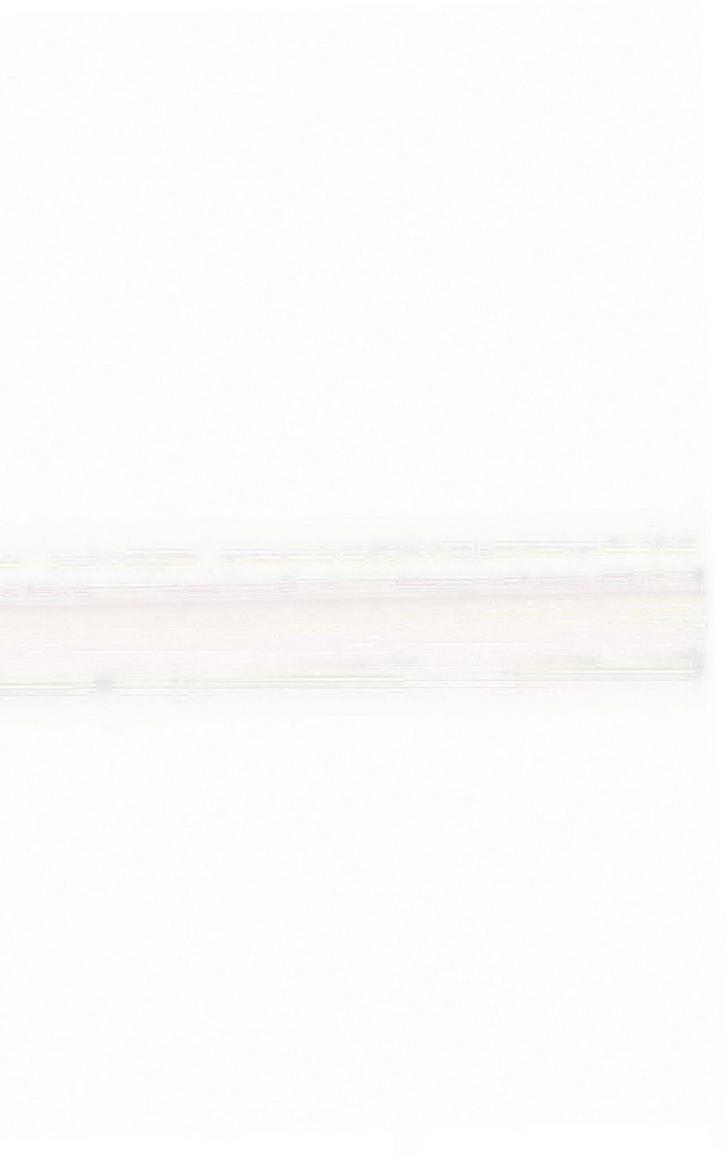
A 3155384 A 1618 363

Sent:	15 April 2010 10:39
To:	
Subject:	Re: Project Fingal
Attachments:	Project Fingal Alginate.docx
Good morning to you and	d thanks for your extensive reply
I have been travelling so	apologies for not replying sooner
Alginate note attached -	please confirm receipt as this will be the 3rd time I have sent this
	on Costings Proposals etc, I completely agree and I know that a SMART application would to pull things together into the right shape - all the info is there, we just need to pull it all
	r project is really Dougie's area, so I have asked him to look at all your information on KTP ow best to move this forward - is it the KTP route, is it SMART, is there potential to?
	so it might be the end of next
week before we can get	back to you
Whatever, we'll keep you	in the loop with the route we think is best
Good discussions with important, as we need the box for us	- keen to work with us on Alginates, which is at to be the initial backbone of the project, so that is another potentially very important tick in
Speak soon	

DAVID MACKIE12

From:

David



A3155386 A1618364

From:

DAVID MACKIE12

Sent:

21 April 2010 15:40

To: Subject:

Attachments:

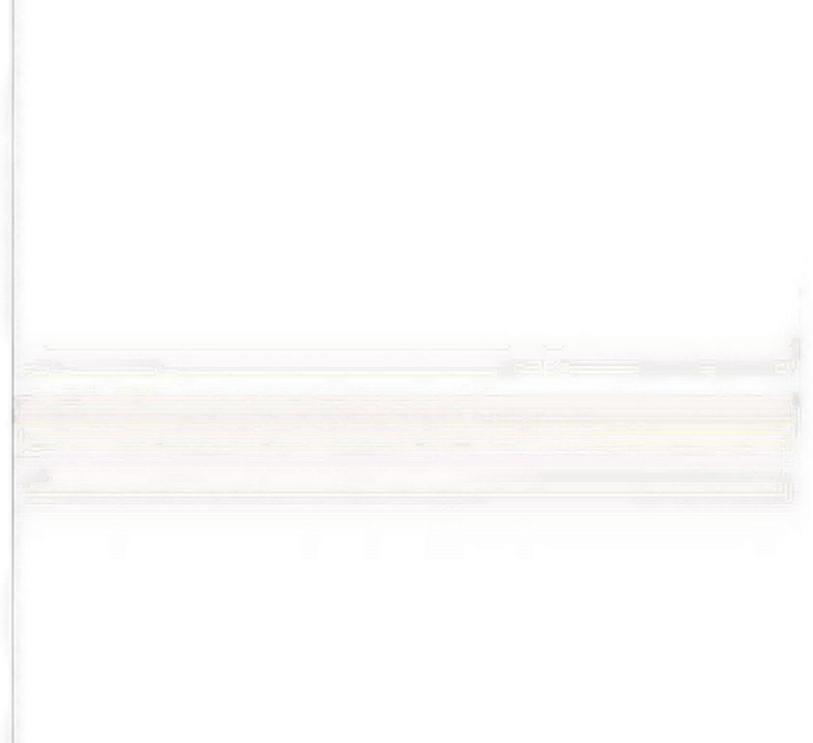
Fingal - Alginate related info! Project Fingal Alginate.docx

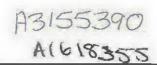
Good to hear from you

Tying up an agreement with at present, and having that should strengthen our business proposition

Please find attached the Alginate Summary info again - can you please acknowledge receipt?

David





From:

Sent:

10 June 2010 14:12

To: Cc: 'DAVID MACKIF12'

Subject: Attachments:

RE: Project Fingal – a couple of things! Seaweeds for Health Event Agenda.pdf

Hello David,

Thanks for the e-mail. You seem to have had a successful trip to Uist and I am sure will be able to visualise better what the proposals could look like. I will get you an update on the Seaweed Study as soon as I can.

Apologies, but I am out of the office again just now, but wanted to make you aware of the following event being held in Stornoway later this month. I know you are aware of the following event being and the attached event may be of interest to you. There is a cost involved in attending, but if you are interested, I can follow-up.

Thanks and kind regards,

Senior Development Manager Highlands and Islands Enterprise (Stornoway Office) James Square James Street Stornoway

Isle of Lewis HS1 2QN

Tel: 01851 707 314

Mobile:

Highlands and Islands Enterprise: www.hie.co.uk

Outer Hebrides Broadband Project: www.connectedcommunities.co.uk

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From: DAVID MACKIE12 | mailto:davidmackie

Sent: 10 June 2010 12:18

To:

Subject: Project Fingal - a couple of things!

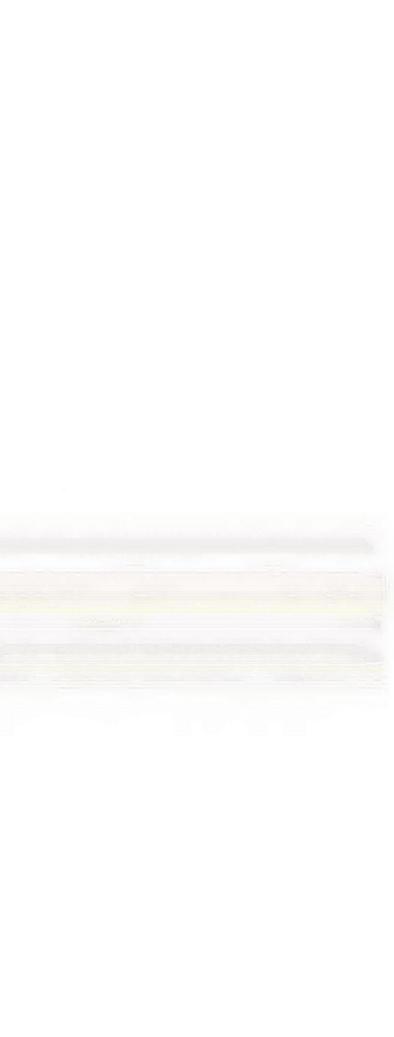
Hi 🛮

Hope you are well

Our main focus at present is to get our SMART application through, and we are in the middle of responding with more information on that, but just a couple of other things:

 Uists - I went out at the beginning of the week for a short visit, partly just to see the place for myself, including looking at seaweed deposits, and also to have various meetings, such as:

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Seaweed Study - how is the study getting on? My question is as much prompted by a similar question to me from and and and an analysis and make the study getting on? My question is as much prompted by a similar question to me from an analysis and make the study getting on? My question is as much prompted by a similar question to me from a similar quest

Thanks

David



Tuesday 22nd June - Seaweeds for Health

Morning

9.00 Welcome and Introduction

CyberColloids

9.15 Opening presentations

- CyberColloids What's all the fuss about seaweed? a general introduction to seaweeds and health.
- CyberColloids Trends and growth areas in the health sector for seaweeds and seaweed extracts.
- The HYFFI project: a case study by the control of the HYFFI project is a 2 year collaborative research project funded under the European Commission FP7 programme. The project is aimed at realizing commercial opportunities to produce low molecular weight polysaccharides for food and health & wellness markets.

10.45 Coffee

11.00 Recent & relevant research

Attending researchers are encouraged to talk about their current or future research interests. Presentations from the following have been confirmed thus far:

- SCRI Polyphenols from seaweeds, their possible bioactivities and potential role in human health
- University of Reading Extraction of the amino acids contributing to taste, from Irish and Japanese Seaweeds
- CEVA, France Seaweed derived oligosaccharides
- SAMS, Scotland Energy from Algal Biomass, a potential way to manage waste streams after the extraction of bioactives

12.30 - 1.30 Lunch - at the Cabarfeidh hotel

Afternoon

1.30 Attending Company presentations

Attending companies are encouraged to talk about their current or future interests in the field of seaweeds & health. The following companies have been confirmed thus far:

- Marigot Ltd, Ireland Anti-inflammatory effects of Aquamin
- Seagreens, UK Seaweeds as human food ingredients the need to maintain a virtuous cycle of product development, marketing and research
- Glenside Organics, Scotland Seaweed, soils & livestock
- AlphaSign ApS the "Smart Meal" project: investigating the positive health effects of using algae in fatty food systems

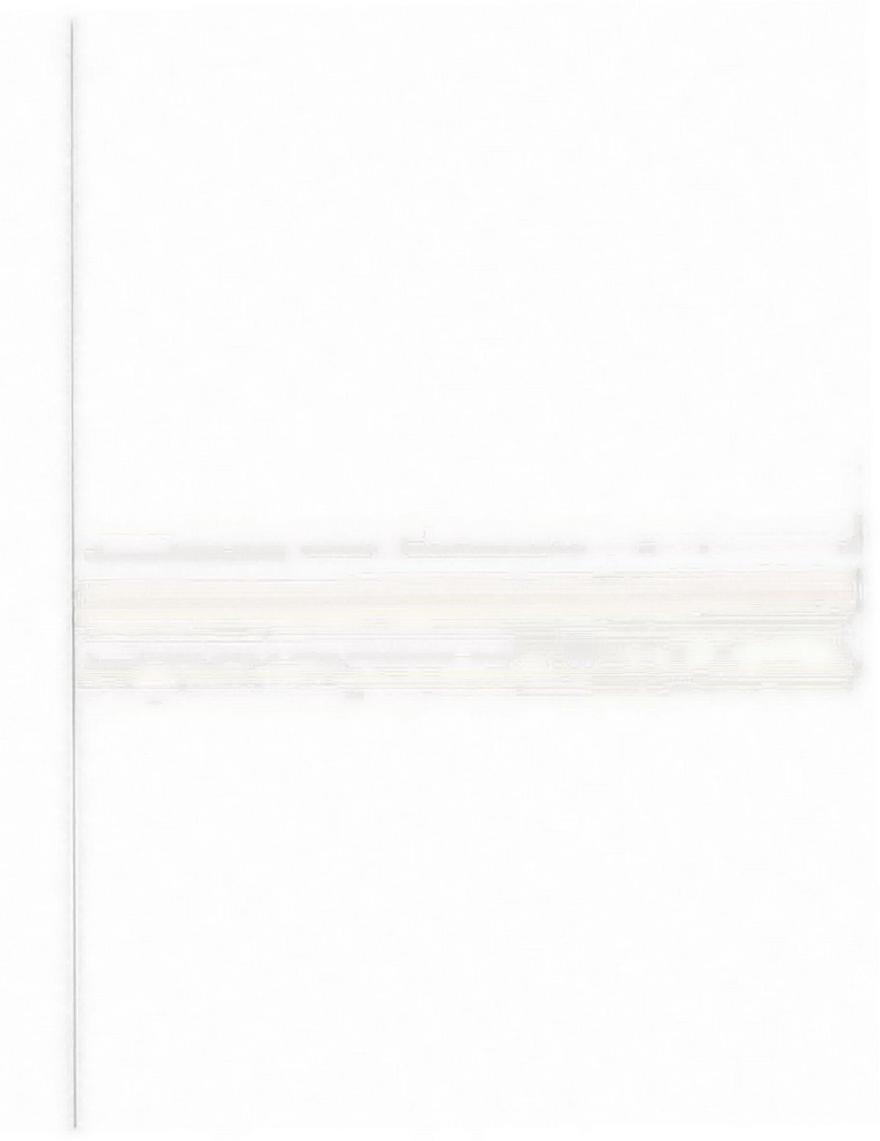
2.30 Coffee & Round up

3.00-4.00 Visit to Hebridean Seaweed Co

 An opportunity to visit the processing facilities and to take a boat ride out to see Ascophyllum being harvested in a local sea loch

Evening

7.30 Dinner - at the An Lanntair arts Centre in Stornoway





Wednesday 23rd June - TEXTURE & HEALTH

Morning

9.00 Welcome and Introduction

- CyberColloids
- Head of Life Sciences at Highlands and Islands Enterprise

9.30 Recent & relevant research

Attending researchers are encouraged to talk about their current or future research interests. Presentations from the following have been confirmed thus far:

- University of Newcastle, UK Differential effects of a variety of dietary polysaccharides on control of pancreatic lipase activity: Implications for health
- University of Durham, UK Textured foods for taste disorders: research and development opportunities with algal bioactives and hydrocolloids
- University of Ulster, UK The Why? And How? to conduct intervention studies
- University of Reading, UK Screening for prebiotic potential: in vitro fermentation studies

11.00 Coffee

11.15 Guest speaker - Exigo Marketing, Japan.

will give an insight into Japan's soft drinks industry, highlighting the significant consumer and lifestyle drivers currently influencing it, recent ingredient trends, and a wide range of examples of the various kinds of functional and health-enhancing beverages which continue to be a significant feature of the Japanese market

12.30 CyberColloids - Consumer Perceptions of Digestive Health

1.00 - 2.00 Lunch - at the Cabarfeidh hotel

Afternoon

2.00 Attending Company Presentations

Attending companies are encouraged to talk about their current or future interests in the field of health & texture; innovative new ingredients and relevant research. Confirmed thus far:

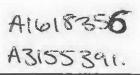
- HG Texture HG texture and Nutrition: THiXcream: Creating creaminess and nutritional benefit in low fat yoghurt using low molecular weight guars
- CyberColloids developing low molecular weight polysaccharides from potato fibre and their potential for gut health
- KMC activated pectin fibre
- an added value cellulosic for fat replacement & texture
- 1 Soft the mission of a new company in the food & ingredients sector
- Socius Ingredients trends in the US ingredients market; opportunities for stablisers

4.15 Round up discussion & future directions

- Ross will give a summary of the 2 day event
- · An opportunity for break out groups and networking if required

Evening

7.30 Dinner - BBQ with live music, weather permitting this will be on the beach



From:

Sent: To: 24 August 2010 12:12 'DAVID MACKIE12'

Subject: Attachments: FW: BioMara Project - Public Meeting Sept 3rd 2010 201008 Stornoway Workshop Programme.pdf

Hi David,

Apologies again for the short notice about this event, but confirmation has only come through yesterday. Please see below an open invite to a Biomara meeting next week in Stornoway. I am not sure when Dougie was planning to visit the islands, but it may co-incide with this.

Best wishes,

Senior Development Manager

lighlands and Islands Enterprise (Stornoway Office)

James Square James Street

Stornoway

Isle of Lewis

HS1 2QN

Tel: 01851 707 314

Mobile:

Highlands and Islands Enterprise: www.hie.co.uk

Outer Hebrides Broadband Project: www.connectedcommunities.co.uk

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From:

Sent: 23 August 2010 10:47

Subject: BioMara Project - Public Meeting Sept 3rd 2010

SUSTAINABLE FUELS FROM MARINE BIOMASS - PUBLIC MEETING INVITATION

The Sustainable Fuels from Marine Biomass project, BioMara, is holding a public meeting in Lews Castle College, Stornoway, on the afternoon of Friday the 3rd September 2010 in Room C210 at Lews Castle College, Stornoway The meeting is scheduled to start at 1:30pm and conclude at 4pm.

The BioMara project is studying the feasibility and viability of developing micro-algae and macro-algae (seaweed) as a competitive, sustainable feed-stock for third generation bio-fuel (bio-methane and bio-ethanol) production. The whole life-cycle process will be considered: strain optimisation; aquaculture techniques (cultivation and wild-harvesting); process optimisation (anaerobic digestion and fermentation); environmental impact (cultivation and wild-harvesting); economic viability assessment.

The BioMara project was launched in April 2009 and is led by the Scottish Association for Marine Science (SAMS), based at Dunstaffnage, near Oban, supported by partner organisations from Scotland, Northern Ireland and the Republic of Ireland.

The BioMara team is keen to engage with organisations, groups and individuals in the Outer Hebrides not least because of the established history of seaweed (macro-algae) harvesting and processing in the region, and the long term potential to establish new markets for the indigenous seaweed industry.

The meeting will provide a general overview of the project and present the bio-fuel potential of both seaweeds and microalgae and how these technologies might be used to generate energy in the Outer Hebrides. An open floor



discussion with members of the project team will follow facilitated by Professor Frank Rennie, Professor of Sustainable Rural Development, at Lews Castle College, UHI.

The programme for the meeting is attached and is also available at www.biomara.org/download-files/ProgStornoway.pdf.

Video-conference links will be available at several locations throughout the Outer Hebrides. For further information please contact:

Scottish Association of Marine Sciences

Dunstaffnage, Oban Argyll PA37 1QA

T: 01631 559000

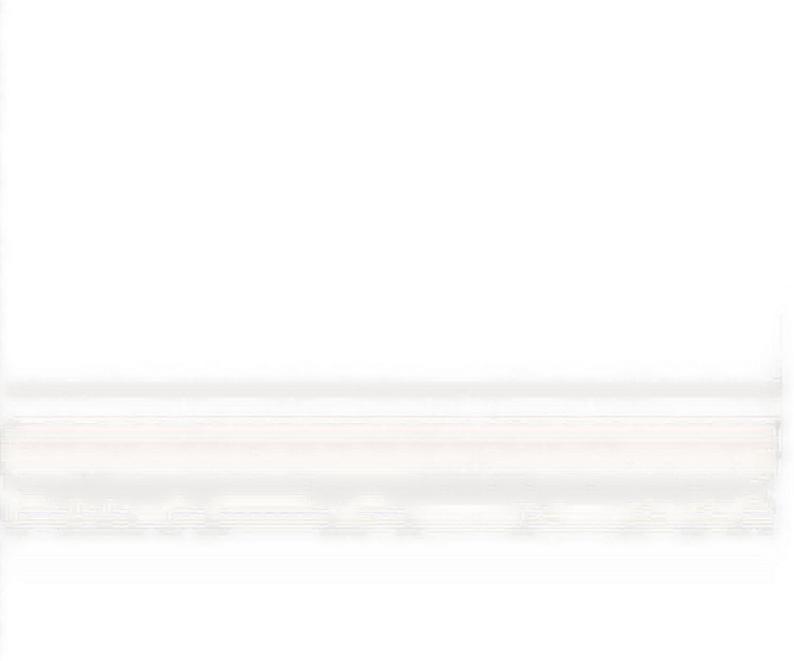
E: biomara@sams.ac.uk

BioMara is funded through the European Union's INTERREG IVA Programme with additional funding from Highlands and Islands Enterprise, The Crown Estate, the Northern Ireland Executive, and the Irish Government. For more information on the Biomara project please visit www.biomara.org.

Please feel free to circulate this invitation to all who might have an interest.



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Sustainable Fuels from Marine Biomass An Interreg IVA Project

BioMara will host a public meeting in Lews Castle College on the afternoon of the 3rd September 20:10. The meeting give a general view of the project followed by presentations on the biofuel potential of both seaweeds and microalgae and on how this type of technology might be used to generate energy on the Western Isles.

- •13.30-13.45pm- Introduction to BioMara-
- •13.45-14.00pm- Microalgae techno-economics-
- •14.00- 14.15pm- Macroalgae & AD -
- •This will be followed by 15 min of Q&A
- •14.30pm coffee break
- •15.00pm- Chaired Discussion
- •16.00pm Summary and meeting close.







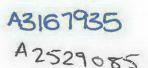


Enter prise, Trade

Department of Communications, Energy and Natural Resources
and Investment

Rollin Cumarsaide, Fulnnimh agus Acmhainní Nádúrtha

Coordination Centre: Scottish Association for Marine Science, The Scottish Marine Institute, Oban, Scotland T: +44 (0)1631 559000 F: +44 (0)1631 559001 E: blomara@sams.ac.uk W: www.biomara.org



Contact:

E-mail:

@hient.co.uk

Our Ref: 16 November 2018

Douglas MacInnes Marine Biopolymers Ltd

Dear Mr MacInnes

Alginate Factory & Laboratory Preparations

Please find enclosed the original documentation which you submitted in respect of the above. All vouchers (invoices, receipts and bank statements) related to the project should be retained until the end of the grant obligation period. They may be requested as part of a random audit check.

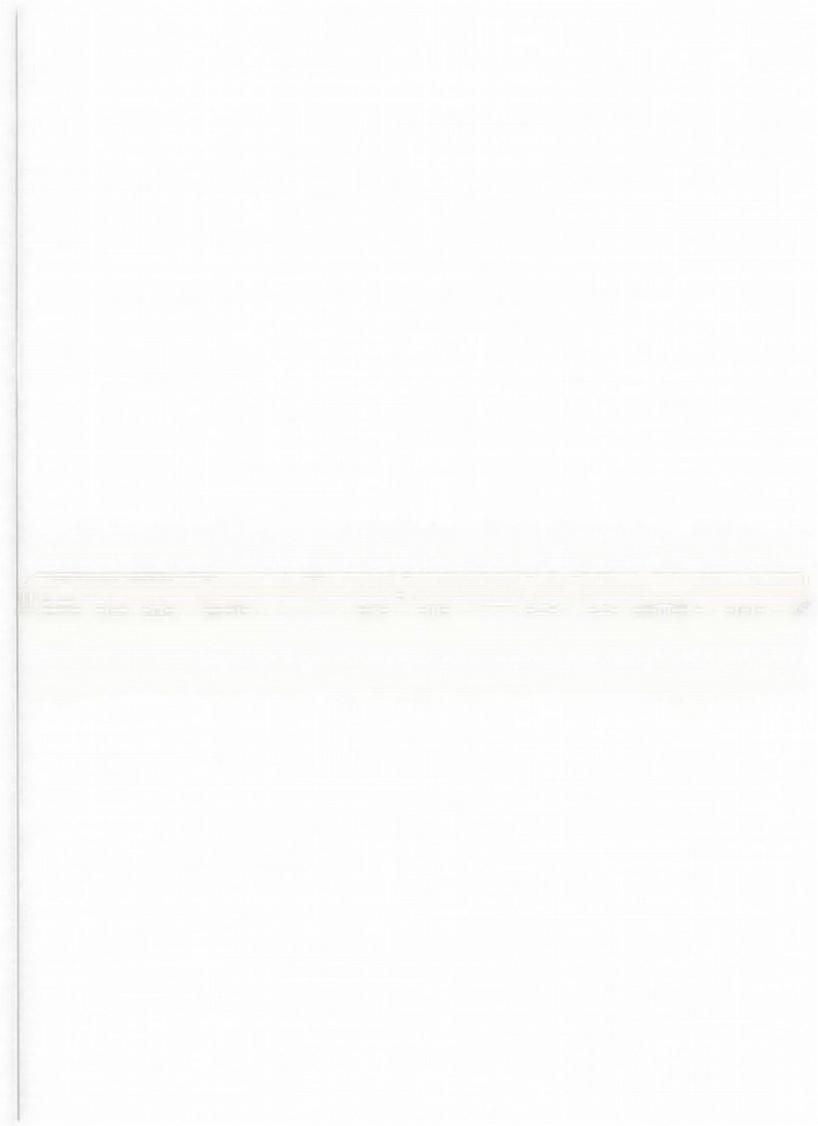
A payment of £35,509 will be forwarded to your bank account in due course.

The balance of the grant stands at £64,491. Further payment will be considered on completion and submission of the enclosed claim form in the envelope provided. All claims should be submitted in accordance with the agreed timescales detailed in the legal undertaking.

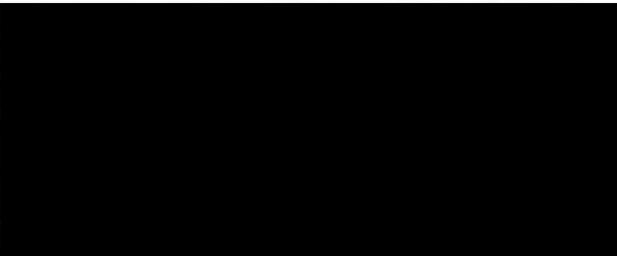
Please note that claims are being handled by the Finance Team based in Benbecula. Any queries relating to this project should, in the first instance, be directed to your Account Manager in Argyll.

Yours sincerely

Fiona Beaton Argyll Claims Unit



Marine Biopolymers Ltd – information for HIE August 2018



David Mackie

August 30th 2018

